

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Star Nutrition, LLC		12/08/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	320 S. Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Assoc.: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6257624	BARRY'S BUZZ	
Registration Number:	6176697	GABLE GOLD	
Registration Number:	5734433	INSPIRED BY YOUR JOURNEY	
Registration Number:	4796885	R.A.W. REBUILDING ATHLETES WITHIN	
Registration Number:	4689926	SILVER STAR NUTRITION	
Serial Number:	97017029	ROOTS ENERGY	
Serial Number:	88295596	MILL HAVEN SOFT WHIP	
Serial Number:	88185117	GIVING ATHLETES THE EDGE	
Serial Number:	97016997	ENERGIZE YOUR ROOTS	
CORRESPONDENCE DATA			
Fax Number:	8888295819		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8888295817		
Email:	results-uccteam2@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 South LaSalle St.		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		

OP \$240.00 6257624

NAME OF SUBMITTER:	Nancy A. Zarazua
SIGNATURE:	/Nancy A. Zarazua/
DATE SIGNED:	12/08/2022
Total Attachments: 5 source=IP trademark#page1.tif source=IP trademark#page2.tif source=IP trademark#page3.tif source=IP trademark#page4.tif source=IP trademark#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 8th day of December, 2022, SILVER STAR NUTRITION, LLC, a Texas limited liability company (“*Debtor*”) with its principal place of business and mailing address at 5151 Beltline Road, Suite 455, Dallas, Texas 75254 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO HARRIS BANK N.A., a national banking association (“*BMO Harris*”), with its mailing address at 320 South Canal Street, Chicago, IL 60606, acting as administrative agent for the Secured Creditors as defined in the Security Agreement referred to below (BMO Harris acting as such administrative agent and any successor or successors to BMO Harris acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to Agent a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, the other debtors party thereto and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”). Except as otherwise defined herein, all capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use or Amendment to Allege Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this

Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

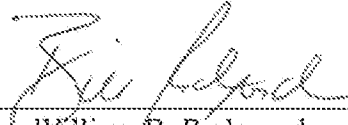
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Texas, without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SILVER STAR NUTRITION, LLC

By 
Name: William B. Redmond
Title: Secretary and Treasurer

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By 
Name: Betzaida Erdelyi
Its: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

Mark	Jurisdiction	App. No./Reg. No.	Registration/Filing Date	Status	Int. Classes	Owner
BARRY'S BUZZ	US	App. No.:88185102 Reg. No.:6257624	Approved: 06/18/19	Registered	41	Silver Star Nutrition, LLC
GABLE GOLD	US	App. No.:88760457 Reg. No.:6176697	Approved: 7/14/2020	Registered	5	Silver Star Nutrition, LLC
INSPIRED BY YOUR JOURNEY	US	App. No.:87361792 Reg. No.:5734433	Approved: 9/12/17	Registered	5	Silver Star Nutrition, LLC
R.A.W. REBUILDING ATHLETES WITHIN	US	App. No.:86444091 Reg. No.:4796885	Approved 8/18/15	Registered	5	Silver Star Nutrition, LLC
SILVER STAR NUTRITION	US	App. No.:86198993 Reg. No.:4689926	Approved: 2/17/15	Registered	5	Silver Star Nutrition, LLC

PENDING FEDERAL TRADEMARK APPLICATIONS

Mark	Jurisdiction	App. No./Reg. No.	Registration/Filing Date	Status	Int. Classes	Owner
ROOTS ENERGY	US	App. No.:97017029	Filed: 9/8/2021	Pending	32	Silver Star Nutrition, LLC
MILL HAVEN SOFT WHIP	US	App. No.:88295596	Approved: 2/11/2020	Pending	5	Silver Star Nutrition, LLC
GIVING ATHLETES THE EDGE	US	App. No.:88185117	Approved: 5/21/2019	Pending	5	Silver Star Nutrition, LLC
ENERGIZE YOUR ROOTS	US	App. No.:97016997	Filed: 9/8/2021	Pending	32	Silver Star Nutrition, LLC