

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM790111

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INGENUITY FOODS, INC.		02/27/2023	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRIMSONOX CAPITAL PTE LTD		
<b>Street Address:</b>	6 TEMASEK BOULEVARD		
<b>Internal Address:</b>	#39-03 SUNTEC TOWER 4		
<b>City:</b>	Singapore		
<b>State/Country:</b>	SINGAPORE		
<b>Postal Code:</b>	038 986		
<b>Entity Type:</b>	Private Limited Company: SINGAPORE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6480762	BRAIN BAR	
<b>Serial Number:</b>	88866558	BRAINAID	
<b>Serial Number:</b>	87403432	BRAINIAC	
<b>Registration Number:</b>	5997773	BRAINIAC	
<b>Registration Number:</b>	6053944	BRAINIAC	
<b>Serial Number:</b>	97704189	BRAINIAC	
<b>Registration Number:</b>	5915738	BRAINPACK	
<b>Serial Number:</b>	97690384	INGENUITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602402700		
<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>			
<b>Phone:</b>	8602402755		
<b>Email:</b>	derek.wayne@morganlewis.com		
<b>Correspondent Name:</b>	Derek Wayne		
<b>Address Line 1:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 2:</b>	One State Street		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Derek Wayne		

OP \$215.00 6480762

<b>SIGNATURE:</b>	/s/ Derek Wayne
<b>DATE SIGNED:</b>	02/27/2023
<b>Total Attachments: 5</b> source=Ingenuity_-_Trademark_Security_Agreement (Execution Version)#page1.tif source=Ingenuity_-_Trademark_Security_Agreement (Execution Version)#page2.tif source=Ingenuity_-_Trademark_Security_Agreement (Execution Version)#page3.tif source=Ingenuity_-_Trademark_Security_Agreement (Execution Version)#page4.tif source=Ingenuity_-_Trademark_Security_Agreement (Execution Version)#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 27<sup>th</sup> day of February, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and CRIMSONOX CAPITAL PTE LTD, in its capacity as administrative agent for the Investors (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

**WHEREAS**, pursuant to that certain Secured Note Purchase Agreement, dated as of February 27, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “Note Purchase Agreement”), by and among Ingenuity Foods, Inc., a Delaware public benefit corporation (the “Issuer”), the Investors party thereto as “Investors” (each of such Investors, together with its successors and assigns, is referred to hereinafter as an “Investor”), and Agent, the Investors have agreed to purchase Notes from the Issuer pursuant to the terms and conditions thereof;

**WHEREAS**, the Investors are willing to purchase Notes from the Issuer as provided for in the Note Purchase Agreement and the other Note Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Investors, that certain Security Agreement, dated as of February 27, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Investors, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note Purchase Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Investors, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right

to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Investors or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Investors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Note Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

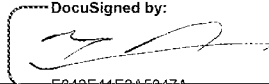
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

**GRANTORS:**

**INGENUITY FOODS, INC.**

DocuSigned by:



By: \_\_\_\_\_

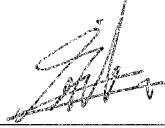
Name: Mark Brooks

Title: Co-CEO

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**CRIMSONOX CAPITAL PTE LTD**

By:   
Name: Gan Yong Aik  
Title: CIO

*Trademark Security Agreement*

**TRADEMARK  
REEL: 007986 FRAME: 0326**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>	<b>Status</b>
Ingenuity Foods, Inc.	BRAIN BAR	App:88/789,906 Reg: 6,480,762	App: Feb 7, 2020 Reg: Sept 7, 2021	Registered
Ingenuity Foods, Inc.	BRAINAID	App: 88/866,558	App: Apr 9, 2020	Pending
Ingenuity Foods, Inc.	BRAINIAC	App: 87/403,432	App: Apr 7, 2017	Pending
Ingenuity Foods, Inc.	BRAINIAC	App: 87/982,525 Reg:5,997,773	App: Apr 7, 2017 Reg: Feb 25, 2020	Registered
Ingenuity Foods, Inc.	BRAINIAC	App:87/982,905 Reg 6,053,944	App: Apr 7, 2017 Reg: May 12, 2020	Registered
Ingenuity Foods, Inc.	BRAINIAC	App: 97/704,189	Ap: Dec 5, 2022	Pending
Ingenuity Foods, Inc.	BRAINPACK	App:87/904,734 Reg:5,915,738	App: May 2, 2018 Reg: Nov 19, 2019	Registered
Ingenuity Foods, Inc.	INGENUITY	App: 97/690,384	App: Nov 23, 2022	Pending

**Trade Names**

N/A

**Common Law Trademarks**

N/A

**Trademarks Not Currently In Use**

N/A

**Trademark Licenses**

N/A