

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALGENIST BRANDS LLC		03/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ASSEMBLED BRANDS CAPITAL FUNDING LLC		
Street Address:	15260 VENTURA BOULEVARD, SUITE 1135		
City:	SHERMAN OAKS		
State/Country:	CALIFORNIA		
Postal Code:	91403		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	6847344	#INGREDIENTAHOLIC	
Registration Number:	6790844	#POWEREDBYALGAE	
Registration Number:	5724087	SLEEPING COLLAGEN	
Registration Number:	5424624	GENIUS LIQUID COLLAGEN	
Registration Number:	4960867	SUBLIME DEFENSE	
Registration Number:	4804881	GENIUS WHITE	
Registration Number:	3959874	ALGENIST	
Registration Number:	3900135	ALGURONIC ACID	
Registration Number:	4637748	ALGASOME	
Registration Number:	4324633	ALGURONIC	
Serial Number:	97679837	SUBLIME DEFENSE	
Serial Number:	90481698	POWERED BY ALGAE	
Serial Number:	90067161	INGREDIENTAHOLIC	
Serial Number:	90520380	SKINCLARITY	
Serial Number:	88016797	ACTIVE VEGAN COLLAGEN	
Serial Number:	88013519	COLLAGEN MILK	
Serial Number:	88009443	COLLAGEN MYLK	
Serial Number:	88009395	MELTING COLLAGEN	
Serial Number:	87655716	GENIUS LIQUID VITAMIN C	

OP \$540.00 6847344

Property Type	Number	Word Mark
Serial Number:	87655593	GENIUS LIQUID RETINOL
Serial Number:	86731889	ALGASPHERE

CORRESPONDENCE DATA

Fax Number:

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.

Email: rboghosian@ctswlaw.com

Correspondent Name: COHEN TAUBER SPIEVACK & WAGNER P.C.

Address Line 1: 420 Lexington Avenue, Suite 2400

Address Line 4: New York, NEW YORK 10170

NAME OF SUBMITTER:	Robert Boghosian
SIGNATURE:	/s/ Robert Boghosian
DATE SIGNED:	03/06/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into as of March 3, 2023 (this “IP Security Agreement”) by and between **ALGENIST BRANDS LLC**, a Delaware limited liability company, with a place of business at 15 Riverside Avenue, Westport, CT 06880 (“Grantor”) and **ASSEMBLED BRANDS CAPITAL FUNDING LLC**, a Delaware limited liability company, with a place of business at 15260 Ventura Boulevard, Suite 1135, Sherman Oaks, CA 91403 (together with its successors and assigns, “Lender”).

RECITALS

WHEREAS, Grantor has requested that the Lender from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of that certain Credit Agreement dated as of even date herewith, by and among the Grantor, Algenist LLC, a Delaware limited liability company and Perfect Keto Holdings, LLC, a Delaware limited liability company as borrowers (collectively, the “Borrowers”) and the Lender (as may be amended, restated, amended and restated or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, under the terms of the Credit Agreement, Grantor has granted Lender a security interest in and lien on all of Grantor’s assets, including all of Grantor’s trademarks, tradenames, trade styles, patents, copyrights, domain names, URLs, IP Addresses and other intellectual property, and Grantor agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Authority.

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to Borrowers pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of the Obligations under the Credit Agreement and the other Loan Documents, Grantor hereby grants to Lender a security interest in and lien on all of Grantor’s right, title and interest in and to Grantor’s intellectual property assets, wherever located and whether now owned or hereafter acquired, including without limitation, all trademarks, patents, copyrights, domain names, URLs and IP Addresses, including the trademarks, patents, copyrights, domain names, URLs and IP Addresses set forth in **Exhibit 1** attached hereto and incorporated herein by reference, all source codes associated with such intellectual property, all goodwill of the business of Grantor connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, (collectively, the “IP Collateral”) *provided, however*, that IP Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would

impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall not be excluded from the IP Collateral. For the avoidance of doubt, Grantor acknowledges that the items listed in **Exhibit 1-1** to this IP Security Agreement are not United States intent-to-use trademark applications and Lender shall have a security interest in and lien on the items listed in **Exhibit 1-1** to this IP Security Agreement. For the avoidance of doubt, a security interest in and lien on the IP Collateral has been granted by Grantor to Lender pursuant to the Credit Agreement and Lender shall have all rights and remedies with respect to the IP Collateral as set forth in the Credit Agreement.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this IP Security Agreement and the Credit Agreement, the definitions, terms or provisions of the Credit Agreement shall control, except in connection with goodwill in which case this IP Security Agreement shall control. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Credit Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies. In furtherance thereof, upon the occurrence of an Event of Default, Lender shall have all rights and remedies as set forth in the Credit Agreement with respect to the IP Collateral.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be duly executed as of the day and year first above written.

GRANTOR:

ALGENIST BRANDS LLC,
a Delaware limited liability company

By: 
Name: William Sweedler
Title: President

Agreed and accepted:

LENDER:

ASSEMBLED BRANDS CAPITAL FUNDING LLC,
a Delaware limited liability company

By: *Michael Lipkin*
Name: Michael Lipkin
Title: Chief Executive Officer

EXHIBIT 1

List of Trademarks, Patents, Copyrights, Domain Names, URLs and IP Addresses

See Exhibit 1-1 through Exhibit 1-4 attached hereto.

EXHIBIT 1-1

TRADEMARKS

Mark	Owner of Mark	Registration no.	Registration Date
#INGREDIENTAHOLIC	Algenist Brands LLC	6847344	September 13, 2022
#POWEREDBYALGAE	Algenist Brands LLC	6790844	July 12, 2022
SLEEPING COLLAGEN	Algenist Brands LLC	5724087	April 9, 2019
GENIUS LIQUID COLLAGEN	Algenist Brands LLC	5424624	March 13, 2018
SUBLIME DFENSE	Algenist Brands LLC	4960867	May 17, 2016
GENIUS WHITE	Algenist Brands LLC	4804881	September 1, 2015
ALGENIST	Algenist Brands LLC	3959874	May 10, 2011
ALGURONIC ACID	Algenist Brands LLC	3900135	January 4, 2011
ALGASOME	Algenist Brands LLC	4637748	November 11, 2014
ALGURONIC	Algenist Brands LLC	4324633	April 23, 2013

Mark	Owner of Mark	Serial no.	Filing Date
SUBLIME DEFENSE	Algenist Brands LLC	97679837	November 16, 2022
POWERED BY ALGAE	Algenist Brands LLC	90481698	January 22, 2021
INGREDIENTAHOLIC	Algenist Brands LLC	90067161	July 22, 2020
SKINCLARITY	Algenist Brands LLC	90520380	February 9, 2021
ACTIVE VEGAN COLLAGEN	Algenist Brands LLC	88016797	June 27, 2018
COLLAGEN MILK	Algenist Brands LLC	88013519	June 25, 2018
COLLAGEN MYLK	Algenist Brands LLC	88009443	June 21, 2018
MELTING COLLAGEN	Algenist Brands LLC	88009395	June 21, 2018
GENIUS LIQUID VITAMIN C	Algenist Brands LLC	87655716	October 23, 2017
GENIUS LIQUID RETINOL	Algenist Brands LLC	87655593	October 23, 2017
ALGASPHERE	Algenist Brands LLC	86731889	August 20, 2015

EXHIBIT 1-2

PATENTS

None

Exhibit 1 - 2

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TRADEMARK

[**REEL: 007993 FRAME: 0112**]932c4de4b

EXHIBIT 1-3
COPYRIGHTS

None

EXHIBIT 1-4

DOMAIN NAMES, URLS and IP ADDRESSES

Domain Name	URL	IP Address	Login	Registrant	Registrar	User ID	Password
Algenist.com	https://www.algenist.com/	N/A	Provided separately to Lender	Algenist LLC	Algensit.com	Provided separately to Lender	Provided separately to Lender

Title	2023-03-03 - IP Security Agreement - Algenist Brands LLC
File name	Intellectual Prop...PY (00496814).pdf
Document ID	d99beb77e1c07efde4d2125acb0a220932c4de4b
Audit trail date format	MM / DD / YYYY
Status	✳ Signed

Document History



03 / 03 / 2023
01:04:45 UTC

Sent for signature to Michael Lipkin (michael@assembledbrands.com) and William Sweedler (bsweedler@tengramcapital.com) from ethan@assembledbrands.com
IP: 172.112.13.133



03 / 03 / 2023
01:16:54 UTC

Viewed by William Sweedler (bsweedler@tengramcapital.com)
IP: 104.28.92.206



03 / 03 / 2023
01:17:05 UTC

Signed by William Sweedler (bsweedler@tengramcapital.com)
IP: 104.28.92.206



03 / 03 / 2023
18:50:22 UTC

Viewed by Michael Lipkin (michael@assembledbrands.com)
IP: 137.25.55.189



03 / 03 / 2023
19:07:08 UTC

Signed by Michael Lipkin (michael@assembledbrands.com)
IP: 137.25.55.189



03 / 03 / 2023
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The document has been completed.