# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM795714

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ETG Commodities Inc.		03/15/2023	Corporation:

### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., Toronto Branch
Street Address:	10 S. Dearborn, Floor L2
Internal Address:	IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	88575395	GREAT CHEF
Serial Number:	88575416	KITCHEN'S FLAVOUR
Registration Number:	5175349	NATURZ TASTE THE BEST
Registration Number:	5494936	NATURZ
Serial Number:	97543022	ETG FOOD PRODUCTS
Serial Number:	97543004	ETG FOOD PRODUCTS
Serial Number:	97535335	NATURZ TASTE THE BEST
Serial Number:	88906916	THINK PULSES. THINK ETG.
Serial Number:	97768625	ETG

### CORRESPONDENCE DATA

Fax Number: 4162163930

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.

Phone: 4162163950

Email: tom.sutherland@nortonrosefulbright.com NORTON ROSE FULBRIGHT CANADA LLP **Correspondent Name:** 

Address Line 1: 1 PLACE VILLE MARIE

Address Line 2: **SUITE 2500** 

Address Line 4: MONTREAL, QUEBEC H3B 1R1

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**TRADEMARK** 

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ATTORNEY DOCKET NUMBER:	1001086809	
NAME OF SUBMITTER:	Tom Sutherland	
SIGNATURE:	/Tom Sutherland/	
DATE SIGNED:	03/20/2023	
Total Attachments: 6 source=IP Security Agreement - ARCA#page1.tif		
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#### INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT (this **Agreement**), dated as of March 15, 2023, is made by ETG COMMODITIES INC. (the **Grantor**) in favour of JPMorgan Chase Bank, N.A., Toronto Branch, (the **Secured Party**).

#### WITNESSETH:

WHEREAS the Grantor is the registered owner of (i) the Canadian trademarks and trademarks applications listed in <u>Schedule "A"</u> hereto (collectively, the Canadian Trademarks), and (ii) the United States trademarks and trademarks applications listed in <u>Schedule "B"</u> hereto (collectively, the **US** Trademarks, and together with the Canadian Trademarks, the **Intellectual Property**);

WHEREAS the Secured Party and the Grantor have entered into that certain general security agreement dated as of October 18, 2019, as collateral security for the payment and performance of certain obligations as more fully described therein (as amended, restated, supplemented, replaced or otherwise modified from time to time, the **Security Document**), pursuant to which the Grantor granted to the Secured Party a security interest in and to, among other things, the Intellectual Property;

WHEREAS the Grantor and the Secured Party have perfected the Security Document in the Intellectual Property in accordance with applicable law, including the laws of the Province of Ontario; and

WHEREAS the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the Security Document and the security created thereunder in the Intellectual Property with the Canadian Intellectual Property Office (the CIPO) and the United States Patent and Trademark Office (the USPTO).

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

- 1. The Grantor and the Secured Party hereby confirm that they have entered into the Security Document and that, pursuant to the Security Document, the Grantor has granted to and in favour of the Secured Party a security interest in and to, among other things, the Intellectual Property.
- 2. The Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property are more fully set forth in the Security Document and that in the event of a conflict between the provisions of this Agreement and the provisions of the Security Document, the terms of the Security Document shall control.
- 3. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Agreement with respect to the Canadian Trademarks.
- 4. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Agreement with respect to the US Trademarks.
- 5. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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- 6. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
- 7. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Confirmatory Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

ETG COMMODITIES INC.

as Grantor

Title:

By:

Gaurav Kapoor Name: President

[Signatures continue on next page]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT]

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH

as Secured Party

By:\_

Name: Auggie Marchetti Title: Authorized Officer

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# SCHEDULE "A"

# **CANADIAN TRADEMARKS**

Trademark	Registration/Application Date	Registration No./ Application No.
ETG	2019-11-14	App. No. 1996049
THINK PULSES. THINK ETG.	2020-05-08	App. No. 2027161
ETG FOOD PRODUCTS	2022-02-23	App. No. 2168234
ETG.	2022-02-23	App. No. 2168237
ETG	2022-09-15	App. No. 2210165

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# **SCHEDULE "B"**

# **UNITED STATES TRADEMARKS**

Trademark	Registration/Application Date	Registration No./ Application No.
GREAT CHEF	2019-08-12	App. Serial No. 88575395
KITCHEN'S FLAVOUR	2019-08-12	App. Serial No. 88575416
NATURZ TASTE THE BEST	2017-04-04	Reg. No. 5175349
NATURZ	2018-06-19	Reg. No. 5494936
ETG FOOD PRODUCTS  FOOD PRODUCTS	2022-08-10	App. Serial No. 97543022
ETG FOOD PRODUCTS	2022-08-10	App. Serial No. 97543004
NATURZ TASTE THE BEST	2022-08-04	App. Serial No. 97535335
THINK PULSES. THINK ETG.	2020-05-08	App. Serial No. 88906916
ETG	2023-01-26	App. Serial No. 97768625

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**RECORDED: 03/20/2023**