

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM799508

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Feel Good Organics LLC		03/31/2023	Limited Liability Company: DELAWARE
Jade Leaf, LLC		03/31/2023	Limited Liability Company: DELAWARE
Vega HoldCo LLC		03/31/2023	Limited Liability Company: DELAWARE
Great Lakes Wellness Company, LLC		03/31/2023	Corporation: DELAWARE
Sequel Naturals ULC		03/31/2023	Company: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	500 First Avenue
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	6232990	FGO
Registration Number:	5542761	FGO
Serial Number:	97041697	FROM GREAT ORIGINS
Registration Number:	6549358	GREAT LAKES WELLNESS
Registration Number:	6188764	SHAKE UP THE FLAVOR!
Registration Number:	5971465	GREAT LAKES GELATIN CO.
Registration Number:	6038201	GREAT LAKES COLLAGEN
Registration Number:	5916611	STIR IN SOME WELLNESS!
Registration Number:	5675529	COLLAGENIX FOR PETS
Registration Number:	4835505	GREAT LAKES GELATIN
Registration Number:	5241837	COLLAGEN ENDURANCE
Registration Number:	4140003	COLLAGEN ENDURANCE PLUS
Registration Number:	6872240	

TRADEMARK

900762417

REEL: 008028 FRAME: 0944

OP \$690.00 6232990

Property Type	Number	Word Mark
Registration Number:	6754669	JADE LEAF
Registration Number:	5368342	JADE LEAF MATCHA
Registration Number:	6938779	
Registration Number:	6603746	HELLO WELLNESS
Registration Number:	6974921	IT'S A NO BRAINER
Registration Number:	6322790	PROTEIN MADE SIMPLE
Registration Number:	6310248	SPRING IN YOUR STEP
Registration Number:	3622434	VEGA
Registration Number:	3939840	VEGA
Registration Number:	5129244	VEGA
Registration Number:	5493935	VEGA
Registration Number:	5129245	VEGA
Registration Number:	5129243	VEGA ONE
Registration Number:	4342649	VEGA SPORT

**CORRESPONDENCE DATA**

**Fax Number:** 2158325619

*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:** 2155695619

**Email:** timothy.pecsenye@blankrome.com

**Correspondent Name:** Timothy Pecsénye (KH 074658-23013)

**Address Line 1:** One Logan Square, 8th Floor

**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-23013
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	03/31/2023

**Total Attachments: 27**

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Reference is made to the Intercreditor Agreement, dated as of March 31, 2023, among PNC BANK, NATIONAL ASSOCIATION, as ABL Agent and ABL Representative for the ABL Secured Parties referred to therein (the “ABL Representative”) and MCLARY CAPITAL PARTNERS SBIC II, L.P., as Term Loan Agent and Term Loan Representative for the Term Loan Secured Parties referred to therein (the “Term Loan Representative”) in connection with loans and other financial accommodations extended to WELLMORE HOLDINGS PARENT, LP, VEGA US LLC, SEQUEL NATURALS ULC, GREAT LAKES WELLNESS COMPANY, LLC, JADE LEAF, LLC, and FEEL GOOD ORGANICS, LLC (the “Intercreditor Agreement”). Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, (iii) authorizes (or is deemed to authorize) the ABL Representative on behalf of such Person to enter into, and perform under, the Intercreditor Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Person. Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”), dated as of March 31, 2023, is made by FEEL GOOD ORGANICS, LLC, a Delaware limited liability company (“FGO”), GREAT LAKES WELLNESS COMPANY, LLC, a Delaware limited liability company (“GLWC”), JADE LEAF, LLC, a Delaware limited liability company (“Jade”), SEQUEL NATURALS ULC, a Canadian unlimited liability company (“Sequel”), VEGA HOLDCO LLC, a Delaware limited liability company (“Vega Holdco” and together with each other Person joined hereto from time to time, collectively, the “Grantors” and each a “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at One Piedmont Town Center, Building 1, Suite 300, 4270 Piedmont Row Drive, Charlotte, NC 28210, in its capacity as “Agent” under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor “Agent” appointed under the Credit Agreement, the “Agent”). All capitalized terms used herein and not otherwise defined herein shall have the same meanings assigned to such terms in the Credit Agreement (as defined below).

### **W I T N E S S E T H:**

**WHEREAS**, pursuant to that certain Revolving Credit, Guaranty, and Security Agreement dated as of March 31, 2023 (as it may be amended, modified, supplemented, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement) among Sequel, GLWC, Jade, FGO, WELLMORE HOLDINGS PARENT, LP, a Delaware limited liability partnership (“Holdings”), VEGA US LLC, a Delaware limited liability company (“Vega US” and collectively

with Sequel, GLWC, Jade, FGO, Holdings and each other Person joined thereto as a borrower from time to time, collectively, the “Borrowers”, and each a “Borrower”), Vega Holdco, WELLMORE HOLDINGS, LLC, a Delaware limited liability company (“Wellmore Holdings”), WELLMORE PARENT, LP, a Delaware limited partnership (“Wellmore Parent”), VEGA-SEQUEL, LP a Delaware limited partnership (“Vega Sequel” and collectively together with Wellmore Holdings, Wellmore Parent, Vega Holdco and each other Person joined thereto as a guarantor from time to time, collectively, the “Guarantors”, and each a “Guarantor”), each other Person hereafter joined thereto as a borrower or guarantor from time to time, the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the “Lenders”), and Agent, Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein;

**WHEREAS**, pursuant to such Credit Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and Liens on substantially all of each Grantor’s assets, including without limitation all of each Grantor’s Intellectual Property and specifically including all of each Grantor’s registered United States patents, trademarks and copyrights and all of each Grantor’s filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (excluding only filed Intellectual Property that constitute Excluded Property (and then only for so long as such filed Intellectual Property would constitute Excluded Property)) (collectively, the “US Registered Intellectual Property”); and

**WHEREAS**, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent’s Liens in the US Registered Intellectual Property,

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor’s right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the “Intellectual Property Collateral”):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing (except to the extent any such filed United States trademark applications would constitute Excluded Property (and then only for so long as such filed United States trademark applications would constitute Excluded Property));

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until the Payment in Full of the Obligations and the obligations of Agent and Lenders to make extensions of credit to any Grantor under the Credit Agreement or any Other Document are terminated. Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Property.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein (provided that such rights and remedies are subject, at all times and in all cases, to the provisions of the Intercreditor Agreement). In the event of any conflict between this Agreement and the Credit Agreement, the Credit Agreement shall govern.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Reserved.

Section 6. Reserved.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may (subject at all times and in all cases to the provisions of the Intercreditor Agreement) exercise, for its own benefit and for the ratable benefit of each other Secured Party, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor’s true and lawful attorney-in-fact, with the power, after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may reasonably deem necessary in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue of the terms hereof and in accordance with the terms hereof and of the Credit Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable. Agent’s rights and remedies under this Section 8 shall at all times and in all cases be subject to the provisions of and the rights and remedies of the Term Debt Creditors under the Intercreditor Agreement.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, , and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement {agreements regarding, consents to and waivers regarding jurisdiction and venue}, Section 16.6 of the Credit Agreement {notices}, and Article XII of the Credit Agreement {certain waivers including waivers of the rights of jury trial} are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.


[Signature Pages Follow]




In witness whereof, Grantors have caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

**GRANTORS:**


**FEEL GOOD ORGANICS, LLC**

By:   
Name: Jose Minski  
Title: Authorized Person


**GREAT LAKES WELLNESS COMPANY, LLC**

By:   
Name: Jose Minski  
Title: Authorized Person


**JADE LEAF, LLC**

By:   
Name: Jose Minski  
Title: Authorized Person

**SEQUEL NATURALS ULC**

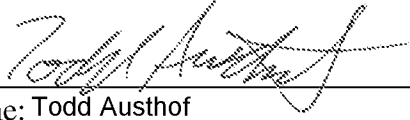
By:   
Name: Jose Minski  
Title: Authorized Person

**VEGA HOLDCO LLC**

By:   
Name: Jose Minski  
Title: Authorized Person

ACCEPTED AND AGREED  
as of the date first above written:

**PNC BANK, NATIONAL ASSOCIATION.**

By:   
Name: Todd Austhof  
Title: Senior Vice President

ACKNOWLEDGEMENT OF GRANTORS  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 008028 FRAME: 0953**

Schedule 1  
to  
Intellectual Property Security Agreement

**PATENTS, TRADEMARKS, AND COPYRIGHTS**

1. Grantors' US patents and patent applications:  
None.






2. Grantors' US trademarks:

Trademarks

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Feel Good Organics, LLC	US	FGO	62322990	6/3/20	12/29/20	None
Feel Good Organics, LLC	US	FGO	5542761	1/22/28	8/14/18	None
Feel Good Organics, LLC	Canada	FGO	1585910	3/1/21	3/1/21	None
Feel Good Organics, LLC	EU	FGO	1585910	3/1/21	3/1/21	None
Feel Good Organics, LLC	WIPO	FGO	1585910	3/1/21	3/1/21	None
Feel Good Organics, LLC	UK	FGO	1585910	3/1/21	3/1/21	None
Feel Good Organics, LLC	EU	FGO	1586410	3/1/21	3/1/21	None
Feel Good Organics, LLC	CA	FGO	1586410	3/1/21	3/1/21	None
Feel Good Organics, LLC	UK	FGO	1586410	3/1/21	3/1/21	None
Feel Good Organics, LLC	WIPO	FGO	1586410	3/1/21	3/1/21	None

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Feel Good Organics, LLC	United States	FROM GREAT ORIGINS	97041697	9/23/21	Pending	None.
Great Lakes Wellness Company, LLC	US	GREAT LAKES WELLNESS	6549358	10/8/2020	11/2/21	None
Great Lakes Wellness Company, LLC	EU	GREAT LAKES WELLNESS	1564174	11/6/20	11/6/20	None
Great Lakes Wellness Company, LLC	Australia	GREAT LAKES WELLNESS	2142229	11/6/20	11/6/20	None
Great Lakes Wellness Company, LLC	Canada	GREAT LAKES WELLNESS	1164657	11/6/20	2/8/23	None
Great Lakes Wellness Company, LLC	UK	GREAT LAKES WELLNESS	WO0000001564174	11/6/20	11/6/20	None
Great Lakes Wellness Company, LLC	China	GREAT LAKES WELLNESS	1564174	11/6/20	11/6/20	None
Great Lakes Wellness Company, LLC	NZ	GREAT LAKES WELLNESS	1166338	11/6/20	11/6/20	None
Great Lakes Wellness Company, LLC	Mexico	GREAT LAKES WELLNESS	2368825	11/10/20	4/22/22	None
Great Lakes Wellness Company, LLC	Japan	GREAT LAKES WELLNESS	1564702	11/10/20	11/10/20	None
Great Lakes Wellness Company, LLC	S. Korea	GREAT LAKES WELLNESS	1564702	11/10/20	11/10/20	None
Great Lakes Wellness Company, LLC	Philippines	GREAT LAKES WELLNESS	1564702	11/10/20	11/10/20	None
Great Lakes Wellness Company, LLC	Colombia	GREAT LAKES WELLNESS	SD2020/0102078	11/10/20	11/10/20	None
Great Lakes Wellness Company, LLC	Singapore	GREAT LAKES WELLNESS	40202025984R	11/10/20	11/10/20	None
Great Lakes Wellness Company, LLC	WIPO	GREAT LAKES WELLNESS	1564174	11/10/20	11/10/20	None
Great Lakes Wellness Company, LLC	WIPO	GREAT LAKES WELLNESS	1564702	11/10/20	11/10/20	None

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Great Lakes Wellness Company, LLC	US	SHAKE UP THE FLAVOR!	6188764	3/18/20	11/3/20	None
Great Lakes Wellness Company, LLC	US		5971465	6/5/2019	1/28/2020	None
Great Lakes Wellness Company, LLC	US	GREAT LAKES COLLAGEN	6038201	2/6/19	4/21/2020	None
Great Lakes Wellness Company, LLC	US	STIR IN SOME WELLNESS!	5916611	1/8/19	11/19/2019	None
Great Lakes Wellness Company, LLC	US	COLLAGENIX FOR PETS	5675529	5/8/15	2/12/2019	None
Great Lakes Wellness Company, LLC	US	GREAT LAKES GELATIN	4835505	2/23/15	10/20/2015	None
Great Lakes Wellness Company, LLC	EU	GREAT LAKES GELATIN	1386553	12/14/17	12/14/17	None
Great Lakes Wellness Company, LLC	Mexico	GREAT LAKES GELATIN	1930022	12/14/17	9/26/18	None
Great Lakes Wellness Company, LLC	Mexico	GREAT LAKES GELATIN	1085805	12/14/17	6/15/2018	None
Great Lakes Wellness Company, LLC	UK	GREAT LAKES GELATIN	UK00901386553	12/14/17	12/14/17	None
Great Lakes Wellness Company, LLC	WIPO	GREAT LAKES GELATIN	1386553	12/14/17	12/14/17	None
Great Lakes Wellness Company, LLC	US	COLLAGEN ENDURANCE	5241837	9/3/14	7/11/2017	None
Great Lakes Wellness Company, LLC	US	COLLAGEN ENDURANCE PLUS	4140003	2/1/11	5/8/2012	None

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Great Lakes Wellness Company, LLC	US		6872240	9/21/21	10/11/22	None
Jade Leaf, LLC	US	JADE LEAF	6754669	1/16/19	6/7/22	None
Jade Leaf, LLC	Canada	JADE LEAF	1587888	3/1/21	3/1/21	None
Jade Leaf, LLC	EU	JADE LEAF	1587888	3/1/21	3/1/21	None
Jade Leaf, LLC	UK	JADE LEAF	1587888	3/1/21	3/1/21	None
Jade Leaf, LLC	WIPO	JADE LEAF	1587888	3/1/21	3/1/21	None
Jade Leaf, LLC	US		5368342	3/8/17	1/2/2018	None
Jade Leaf, LLC	EU		13791392	8/22/17	8/22/17	None
Jade Leaf, LLC	WIPO		13791392	8/22/17	8/22/17	None
Jade Leaf, LLC	United States		6938779	6/1/21	1/3/23	None.
Sequel Naturals ULC	Canada	ALL PLANT. ALL WELCOME.	Pending	7/29/2021	Pending	None

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Sequel Naturals ULC	United States	ALL PLANT. ALL WELCOME.	Pending	7/28/2021	Pending	None
Sequel Naturals ULC	Canada	BEAUTIVORE	TMA1147631	12/5/2019	10/26/2022	None
Sequel Naturals ULC	Canada	CHLORESSENCE	TMA802100	8/19/2010	7/13/2011	None
Sequel Naturals ULC	Canada		TMA832928	3/3/2011	9/26/2012	None
Sequel Naturals ULC	Canada	GREENWARE	TMA799596	8/20/2010	6/8/2011	None
Sequel Naturals ULC	Canada	HELLO WELLNESS	TMA1143491	1/24/2020	9/28/2022	None
Sequel Naturals ULC	United States	HELLO WELLNESS	Pending	1/23/2020	Pending	None
Sequel Naturals ULC	United States	HELLO WELLNESS	6603746	1/23/2020	12/28/2021	None
Sequel Naturals ULC	Canada	IT'S A NO-BRAINER	TMA1143492	1/24/2020	09/28/2022	None
Sequel Naturals ULC	United States	IT'S A NO BRAINER	6974921	1/23/2020	02/07/2023	None
Sequel Naturals ULC	Canada	LIVE LIKE YOU MEAN IT	TMA1083432	1/16/2018	10/5/2020	None
Sequel Naturals ULC	Canada		Pending	11/29/2018	Pending	None
Sequel Naturals ULC	Canada		TMA908605	7/4/2014	7/15/2015	None
Sequel Naturals ULC	Canada	PROTEIN MADE SIMPLE	TMA1143244	1/28/2019	9/26/2022	None


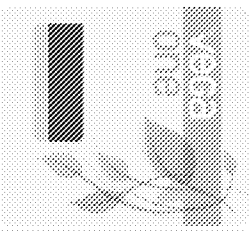
<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Sequel Naturals ULC	United States	PROTEIN MADE SIMPLE	6322790	1/28/2019	4/13/2021	None
Sequel Naturals ULC	United States	REBEL MOMENT	Pending	3/31/2022	Pending	None
Vega HoldCo, LLC	Australia	SAVISEED	1402588	12/6/2010	8/5/2011	None
Vega HoldCo, LLC	European Union	SAVISEED	1061184	12/6/2010	12/6/2010	None
Vega HoldCo, LLC	United Kingdom	SAVISEED	UK00801061184	12/6/2010	12/6/2010	None
Vega HoldCo, LLC	WIPO	SAVISEED	1061184	12/6/2010	12/6/2010	None
Sequel Naturals ULC	Canada	SEEK WELLNESS	TMAA924270	12/22/2009	12/22/2015	None
Sequel Naturals ULC	Canada	SEQUEL	TMAA767157	7/17/2008	5/18/2010	None
Sequel Naturals ULC	Canada	SMOOTHIE INFUSION	TMAA767018	4/29/2009	5/17/2010	None
Sequel Naturals ULC	Canada	SPRING IN YOUR STEP	Pending	1/24/2020	Pending	None
Sequel Naturals ULC	United States	SPRING IN YOUR STEP	6310248	1/23/2020	3/30/2021	None
Sequel Naturals ULC	United States	THE MOST VERSATILE PROTEIN	Pending	3/31/2022	Pending	None
Sequel Naturals ULC	Canada	THRIVE FORWARD	TMAA863916	8/21/2012	10/29/2013	None
Sequel Naturals ULC	Canada	VEGA	Pending	6/14/2019	Pending	None
Sequel Naturals ULC	Canada	VEGA	TMAA824782	7/17/2008	5/25/2012	None

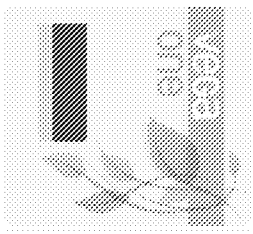
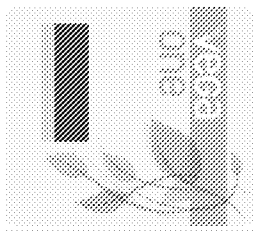
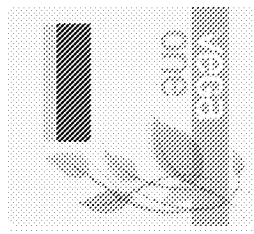
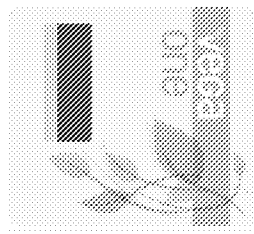



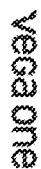

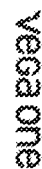
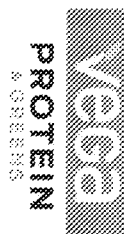

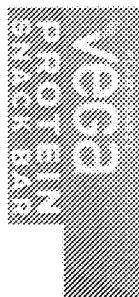

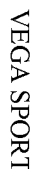

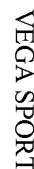
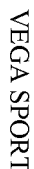
<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Sequel Naturals ULC	Canada	VEGA	TMA974276	2/3/2012	6/23/2017	None
Sequel Naturals ULC	Canada	VEGA	TMA1026130	9/13/2017	6/17/2019	None
Sequel Naturals ULC	Canada	VEGA	TMA1059689	2/28/2018	10/21/2019	None
Sequel Naturals ULC	United States	VEGA	3622434	10/4/2008	5/19/2009	None
Sequel Naturals ULC	United States	VEGA	3939840	3/22/2010	4/5/2011	None
Sequel Naturals ULC	United States	VEGA	5129244	2/21/2012	6/24/2017	None
Sequel Naturals ULC	United States	VEGA	5493935	9/13/2017	6/12/2018	None
Vega Holdco, LLC	Australia	VEGA	1476096	2/22/2012	7/24/2019	None
Vega Holdco, LLC	Chile	VEGA	Pending	2/21/2022	Pending	None
Vega Holdco, LLC	China	VEGA	Pending	3/5/2020	Pending	None
Vega Holdco, LLC	China	VEGA	Pending	10/12/2021	Pending	None
Vega Holdco, LLC	China	VEGA	16899829A	5/8/2015	7/7/2016	None
Vega Holdco, LLC	China	VEGA	16899830A	5/8/2015	7/7/2016	None
Vega Holdco, LLC	China	VEGA	44372890	3/5/2020	2/28/2021	None
Vega Holdco, LLC	China	VEGA	44372891A	3/5/2020	12/21/2021	None
Vega Holdco, LLC	European Union	VEGA	10666881	2/22/2012	3/27/2020	None

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Vega Holdco, LLC	Japan	VEGA	2020-025964	3/10/2020	5/28/2021	None
Vega Holdco, LLC	New Zealand	VEGA	849940	9/29/2011	6/30/2015	None
Vega Holdco, LLC	United Kingdom	VEGA	UK00003161648	4/27/2016	7/13/2018	None
Vega Holdco, LLC	United Kingdom	VEGA	UK00910666881	02/22/2012	03/27/2020	None
Sequel Naturals ULC	Canada	<b>vega</b>	TMAA991861	2/3/2012	3/6/2018	None
Sequel Naturals ULC	United States	<b>vega</b>	5129245	2/21/2012	1/24/2017	None
Sequel Naturals ULC	United States	<b>vega</b>	Pending	7/27/2022	Pending	None
Vega Holdco, LLC	China	<b>vega</b>	16899834A	5/8/2015	7/7/2016	None
Vega Holdco, LLC	China	<b>vega</b>	16899835	5/8/2015	2/7/2018	None
Vega Holdco, LLC	China	<b>vega</b>	16899835A	5/8/2015	7/7/2016	None
Sequel Naturals ULC	Canada	<b>vega</b>	TMA1026134	12/7/2016	6/17/2019	None

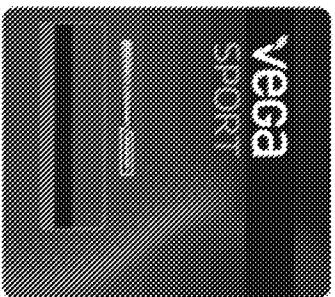
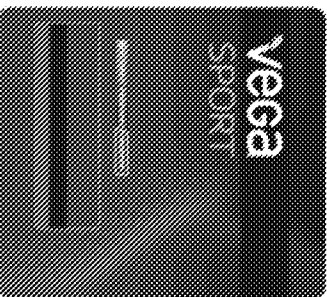
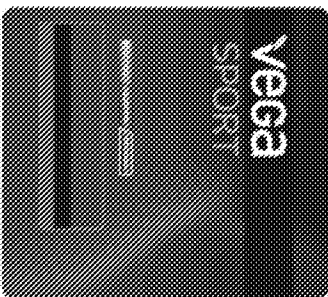


<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Sequel Naturals ULC	Canada		TMA1025931	12/7/2016	6/17/2019	None
Sequel Naturals ULC	Canada	VEGA ONE	TMA991862	2/3/2012	3/6/2018	None
Sequel Naturals ULC	United States	VEGA ONE	5129243	2/21/2012	1/24/2017	None
Vega Holdco, LLC	China	VEGA ONE	13646015	12/2/2013	4/7/2015	None
Vega Holdco, LLC	China	VEGA ONE	13646016	12/2/2013	4/21/2015	None
Vega Holdco, LLC	China	VEGA ONE	13646017	12/2/2013	3/14/2015	None
Vega Holdco, LLC	China	VEGA ONE	13646018	12/2/2013	3/14/2015	None
Vega Holdco, LLC	Australia		1608903	2/28/2014	5/22/2019	None

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Sequel Naturals ULC	Canada		TMAA993435	10/3/2013	3/28/2018	None
Vega Holdco, LLC	European Union		12649612	2/28/2014	1/31/2020	None
Vega Holdco, LLC	New Zealand		994518	3/20/2014	7/28/2015	None
Vega Holdco, LLC	United Kingdom		UK00912649612	2/28/2014	1/31/2020	None

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Vega Holdco, LLC	China		48057760	7/14/2020	3/7/2021	None
Vega Holdco, LLC	China		48057854	7/14/2020	2/28/2021	None
Vega Holdco, LLC	China		48075641	7/14/2020	2/28/2021	None
Vega Holdco, LLC	China		48085401	7/14/2020	2/28/2021	None
Sequel Naturals ULC	Canada		TMA1083223	11/9/2017	10/2/2020	None
Sequel Naturals ULC	Canada		TMA1094200	11/22/2017	2/23/2021	None
Sequel Naturals ULC	Canada		TMA1083458	11/22/2017	10/5/2020	None
Sequel Naturals ULC	Canada		TMA905541	10/17/2012	6/5/2015	None
Sequel Naturals ULC	United States		4342649	10/18/2012	5/28/2013	None
Vega Holdco, LLC	Australia		1521531	10/23/2012	5/23/2019	None
Vega Holdco, LLC	China		50276746	10/9/2020	9/14/2022	None
Vega Holdco, LLC	European Union		11286903	10/23/2012	3/21/2013	None

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Vega Holdco, LLC	Japan	VEGA SPORT	2020-025965	3/10/2020	5/28/2021	None
Vega Holdco, LLC	New Zealand	VEGA SPORT	967663	10/24/2012	3/4/2014	None
Vega Holdco, LLC	United Kingdom	VEGA SPORT	UK00911286903	10/23/2012	3/21/2013	None
	Canada		TMAA905543	10/3/2013	6/5/2015	
Sequel Naturals ULC						None
	Australia		1608898	2/28/2014	5/21/2019	None
Vega Holdco, LLC						None

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Vega Holdco, LLC	European Union		12649562	2/28/2014	3/15/2015	None
Vega Holdco, LLC	New Zealand		994519	3/20/2014	7/28/2015	None
Vega Holdco, LLC	United Kingdom		UK00912649562	2/28/2014	3/15/2015	None

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Sequel Naturals ULC	Canada	VIBRANCY	TMAA767158	4/7/2009	5/18/2010	None
Sequel Naturals ULC	Canada	VIS AVEC CONFIANCE	TMA11086483	1/16/2018	10/29/2020	None
Vega Holdco, LLC	China	VIVEGA	19824652A	5/3/2016	7/21/2017	None
Vega Holdco, LLC	China	VIVEGA	19824653A	5/3/2016	7/21/2017	None
Vega Holdco, LLC	China	VIVEGA	19824654	5/3/2016	6/21/2017	None
Sequel Naturals ULC	Canada	YOU'VE GOT GUTS	TMA1138456	1/24/2020	8/17/2022	None
Sequel Naturals ULC	United States	YOU'VE GOT GUTS	Pending	1/23/2020	Pending	None
**Sequel Naturals ULC	Canada		TMAA697113	6/20/2005	9/21/2007	None
**Sequel Naturals ULC	Canada		TMAA694942	6/20/2005	8/28/2007	None

3. Grantors' US copyrights:  
None.

***\*\*These marks have been lapsed and abandoned***





**EXHIBIT A**

**SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Supplement") made as of this \_\_\_ day of \_\_\_\_\_, by FEEL GOOD ORGANICS, LLC, a Delaware limited liability company ("FGO"), GREAT LAKES WELLNESS COMPANY, LLC, a Delaware limited liability company ("GLWC"), JADE LEAF, LLC, a Delaware limited liability company ("Jade"), SEQUEL NATURALS ULC, a Canadian unlimited liability company ("Sequel"), VEGA HOLDCO LLC, a Delaware limited liability company ("Vega Holdco" and together with each other Person joined hereto from time to time, collectively, the "Grantors" and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association with an address at One Piedmont Town Center, Building 1, Suite 300, 4270 Piedmont Row Drive, Charlotte, NC 28210, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent"):

**WITNESSETH**

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement dated as of March 31, 2023 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the Credit Agreement, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that if the Grantor acquires any new US Registered Intellectual Property (excluding only Intellectual Property that constitute Excluded Property (and then only for so long as such Intellectual Property would constitute Excluded Property)), Grantor shall deliver within the time permitted by the IP Agreement to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired US Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Property. Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

A. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all US Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof (excluding only Intellectual Property that constitute Excluded Property).

2. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

**GRANTORS:**

**FEEL GOOD ORGANICS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**GREAT LAKES WELLNESS COMPANY, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**JADE LEAF, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**SEQUEL NATURALS ULC**

By: \_\_\_\_\_  
Name:  
Title:

**VEGA HOLDCO LLC**

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to IP Security Agreement – Supplement Date \_\_\_\_\_ ]

ACCEPTED AND AGREED  
as of the date first above written:

**PNC BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to IP Security Agreement – Supplement Date \_\_\_\_\_ ]

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074658.23013/130757496v.4  
WORKAMER\28342\253008\39080779.v6-8/25/21  
074658.23013/130757496v.4

**TRADEMARK**  
**REEL: 008028 FRAME: 0972**

**SCHEDULE I TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**