

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FEEL GOOD ORGANICS, LLC		03/31/2023	Limited Liability Company: DELAWARE
WELLMORE HOLDINGS, LLC		03/31/2023	Limited Liability Company: DELAWARE
SEQUEL NATURALS ULC		03/31/2023	unlimited liability company: BRITISH COLUMBIA
JADE LEAF, LLC		03/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MCLARTY CAPITAL PARTNERS SBIC II, L.P.		
Street Address:	1 ROCKEFELLER PLAZA, SUITE 1203		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	97041697	FROM GREAT ORIGINS	
Serial Number:	90853392	ALL PLANT. ALL WELCOME.	
Registration Number:	6603746	HELLO WELLNESS	
Serial Number:	88770838	HELLO WELLNESS	
Registration Number:	6974921	IT'S A NO BRAINER	
Registration Number:	6322790	PROTEIN MADE SIMPLE	
Serial Number:	97340299	REBEL MOMENT	
Registration Number:	6310248	SPRING IN YOUR STEP	
Serial Number:	97340306	THE MOST VERSATILE PROTEIN	
Registration Number:	3622434	VEGA	
Registration Number:	3939840	VEGA	
Registration Number:	5129245	VEGA	
Registration Number:	5129244	VEGA	
Registration Number:	5493935	VEGA	
		TRADEMARK	

Property Type	Number	Word Mark
Serial Number:	97521774	VEGA
Registration Number:	5129243	VEGA ONE
Registration Number:	4342649	VEGA SPORT
Registration Number:	6639907	YOU'VE GOT GUTS

CORRESPONDENCE DATA

Fax Number: 2129692900
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: 212-969-3000
Email: ypan@proskauer.com
Correspondent Name: Jason Finger
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	51683.061
NAME OF SUBMITTER:	Jason Finger
SIGNATURE:	/Jason Finger/
DATE SIGNED:	03/31/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of March 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is made by FEEL GOOD ORGANICS, LLC, a Delaware limited liability company ("Feel Good"), WELLMORE HOLDINGS, LLC, a Delaware limited liability company ("Wellmore"), SEQUEL NATURALS ULC, a British Columbia unlimited liability company ("Sequel Naturals"), and JADE LEAF, LLC, a Delaware limited liability company ("Jade Leaf") and, together with Feel Good, Sequel Naturals and Wellmore, each a "Grantor" and collectively, the "Grantors", in favor of MCLARTY CAPITAL PARTNERS SBIC II, L.P., a Delaware limited partnership, in its capacity as agent for the Secured Parties (as defined in the Loan Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") by and among the Grantors and certain affiliates of the Grantors from time to time party thereto, the Agent and each financial institution from time to time party thereto as a lender (the "Lenders"), the Lenders have agreed to make certain loans and other financial accommodations available to the Grantors and the other borrowers thereunder from time to time pursuant to the terms and conditions thereof;

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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, 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, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's common law trademarks, trademark applications, trademark registrations, service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto; and

(b) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by Grantors and/or any other Loan Party to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantors.

4. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured

Parties, pursuant to the Loan 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. 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 may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Loan Document refer to this Trademark Security Agreement or such Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. 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.

9. LOAN DOCUMENT. This Trademark Security Agreement is a Loan Document for all purposes under the Loan Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

FEEL GOOD ORGANICS, 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

WELLMORE HOLDINGS, LLC

By: _____
Name: Jose Minski
Title: Authorized Person

**ACCEPTED AS OF THE DATE FIRST WRITTEN
ABOVE:**

**MCLARTY CAPITAL PARTNERS SBIC II, L.P., as
Agent**

By: McLarty Capital Partners SBIC II, LLC, its general
partner

By: CD Smith

Name: Christopher D. Smith

Title: Managing Member

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Owner	Mark	Jurisdiction	Registration Number	Filing Date or Registration Date
Feel Good Organics, LLC	FROM GREAT ORIGINS	US	97041697	Sep. 23, 2021
SEQUEL NATURALS ULC	ALL PLANT. ALL WELCOME.	US	90853392	Jul. 28, 2021
SEQUEL NATURALS ULC	HELLO WELLNESS	US	6603746	Dec. 28, 2021
SEQUEL NATURALS ULC	HELLO WELLNESS	US	88770838	Jan. 23, 2020
SEQUEL NATURALS ULC	IT'S A NO BRAINER	US	6974921	Feb. 7, 2023
SEQUEL NATURALS ULC	PROTEIN MADE SIMPLE	US	6322790	Apr. 13, 2021
SEQUEL NATURALS ULC	REBEL MOMENT	US	97340299	Mar. 31, 2022
SEQUEL NATURALS ULC	SPRING IN YOUR STEP	US	6310248	Mar. 30, 2021

SEQUEL NATURALS ULC	THE MOST VERSATILE PROTEIN	US	97340306	Mar. 31, 2022
SEQUEL NATURALS ULC	VEGA	US	3622434	May 19, 2009
SEQUEL NATURALS ULC	VEGA	US	3939840	Apr. 5, 2011
SEQUEL NATURALS ULC	VEGA (stylized)	US	5129245	Jan. 24, 2017
SEQUEL NATURALS ULC	VEGA	US	5129244	Jan. 24, 2017
SEQUEL NATURALS ULC	VEGA	US	5493935	Jun. 12, 2018
SEQUEL NATURALS ULC	VEGA (stylized)	US	97521774	Jul. 27, 2022
SEQUEL NATURALS ULC	VEGA ONE	US	5129243	Jan. 24, 2017
SEQUEL NATURALS ULC	VEGA SPORT	US	4342649	May 28, 2013
SEQUEL NATURALS ULC	YOU'VE GOT GUTS	US	6639907	Feb. 8, 2022

Trademark Licenses

None.