

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM802210

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Second Amendment to Intellectual Property Security Agreement	
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Agrify Corporation		03/10/2023	Corporation: NEVADA
Harbor Mountain Holdings, LLC		03/10/2023	Limited Liability Company: GEORGIA
Trigrow Systems LLC		03/10/2023	Limited Liability Company: NEVADA
AGM Service Company LLC		03/10/2023	Limited Liability Company: DELAWARE
Agxion, LLC		03/10/2023	Limited Liability Company: NEVADA
Ariafy Finance, LLC		03/10/2023	Limited Liability Company: MASSACHUSETTS
Cascade Sciences, LLC		03/10/2023	Limited Liability Company: DELAWARE
PurePressure, LLC		03/10/2023	Limited Liability Company: COLORADO
Pure Services LLC		03/10/2023	Limited Liability Company: COLORADO
Precision Extraction NewCo, LLC		03/10/2023	Limited Liability Company: MICHIGAN
Lab Society NewCo, LLC		03/10/2023	Limited Liability Company: COLORADO
Lab Society LLC		03/10/2023	Limited Liability Company: COLORADO
ERS Ltd		03/10/2023	Corporation: COLORADO
LS Analytics LLC		03/10/2023	Limited Liability Company: COLORADO
Electrum Extractors LLC		03/10/2023	Limited Liability Company: COLORADO
EliteLab LLC		03/10/2023	Limited Liability Company: COLORADO
LS Solutions LLC		03/10/2023	Limited Liability Company: COLORADO
Agrify Brands, LLC		03/10/2023	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	High Trail Special Situations LLC, as collateral agent		
		<b>TRADEMARK</b>	

CH \$440.00 6335931

<b>Street Address:</b>	c/o High Trail Capital, 221 River Street
<b>Internal Address:</b>	9th Floor
<b>City:</b>	Hoboken
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07030
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	6335931	AGRIFY
Registration Number:	4776582	PRECISION
Registration Number:	5299391	QUALITY FROM DETROIT
Registration Number:	6208538	BRUTELESS
Registration Number:	6554352	PRESSWARE
Registration Number:	5262009	PUREPRESSURE
Registration Number:	5309945	LAB SOCIETY
Registration Number:	5505989	LS
Registration Number:	6070018	ELEVATED RESEARCH SOLUTIONS
Registration Number:	6070020	ERS
Registration Number:	6140505	E ELITELAB
Registration Number:	5704534	ELITELAB
Serial Number:	90482555	ELECTRUM EXTRACTORS
Serial Number:	90341952	
Serial Number:	90341939	AGRIFY
Serial Number:	90860152	THE FUTURE OF GROWTH
Serial Number:	97153004	PURECANNALABS

**CORRESPONDENCE DATA**

**Fax Number:** 3129939767  
*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:** 3129932622  
**Email:** gayle.grocke@lw.com  
**Correspondent Name:** Latham & Watkins LLP  
**Address Line 1:** 330 N. Wabash Avenue  
**Address Line 2:** Suite 2800  
**Address Line 4:** Chicago, ILLINOIS 60611

<b>ATTORNEY DOCKET NUMBER:</b>	065377-0019
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke
<b>SIGNATURE:</b>	/gdg/

**DATE SIGNED:**

04/11/2023

**Total Attachments: 18**

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**SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This SECOND AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Amendment*”) is made and entered into as of March 10, 2023, by and among Agrify Corporation, a Nevada corporation (the “*Issuer*”), each of the Subsidiaries of the Issuer party hereto (collectively with the Issuer, the “*Grantors*”) and High Trail Special Situations LLC, a Delaware limited liability company, in its capacity as collateral agent for the benefit of the Holders (together with its successors and assigns in such capacity, the “*Secured Party*”).

**RECITALS**

**WHEREAS**, the Issuer has issued those certain Senior Secured Notes due 2025 (the “*Prior Notes*”) pursuant to that certain Securities Exchange Agreement, dated as of August 18, 2022, by and among the Issuer and the investors on the Schedule of Buyers attached thereto (the “*Prior SEA*”) in exchange for those certain Senior Secured Notes due 2026 (the “*Initial Notes*”) issued pursuant to that certain Securities Purchase Agreement, dated as of March 14, 2022, by and among the Issuer and the investors on the Schedule of Buyers attached thereto (the “*Prior SPA*”);

**WHEREAS**, the Issuer, the Grantors and the Secured Party entered into that certain Security Agreement, dated as of March 23, 2022, as amended by that certain Amendment to Security Agreement dated as of August 18, 2022, and Second Amendment to Security Agreement dated as of March 10, 2023 (as amended, the “*Security Agreement*”);

**WHEREAS**, the Grantors and the Secured Party entered into that certain Intellectual Property Security Agreement, dated as of March 23, 2022, as amended by that certain Amendment to IP Security Agreement, dated as of August 18, 2022 (as amended, the “*Original IP Security Agreement*” and, the Original IP Security Agreement as amended by this Amendment, the “*IP Security Agreement*”);

**WHEREAS**, the Issuer has issued that certain Senior Secured Convertible Note due 2025 (the “*Exchange Notes*”) pursuant to that certain Securities Exchange Agreement, dated as of March 8, 2023, by and among the Issuer and the investors on the Schedule of Buyers attached thereto (the “*Exchange Securities Exchange Agreement*”); and

**WHEREAS**, the Issuer, Grantors and Secured Party desire to amend the Original IP Security Agreement to also secure the obligations under the Exchange Notes.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

**ARTICLE I**

**AMENDMENT TO ORIGINAL IP SECURITY AGREEMENT**

1.1. Amendments.

1.1.1. The second and third recitals of the Original IP Security Agreement are hereby amended and restated as follows:

WHEREAS, the Issuer has issued those certain Senior Secured Notes due 2025 (the “Prior Notes”) pursuant to that certain Securities Exchange Agreement, dated as of August 18, 2022, by and among the Issuer and the investors on the Schedule of Buyers attached thereto (the “Prior SEA”) in exchange for those certain Senior Secured Notes due 2026 (the “Initial Notes”) issued pursuant to that certain Securities Purchase Agreement, dated as of March 14, 2022, by and among the Issuer and the investors on the Schedule of Buyers attached thereto (the “Prior SPA”);

WHEREAS, the Issuer has issued those certain Senior Secured Notes due 2025 (the “Exchange Notes”) pursuant to that certain Securities Exchange Agreement, dated as of date hereof, by and among the Issuer and the investors on the Schedule of Buyers attached thereto (the “Exchange Securities Exchange Agreement” and, together with the Prior SPA and the Prior SEA, the “Securities Purchase Agreement”);

WHEREAS, the Grantors have entered into that certain Security Agreement, dated as of March 23, 2022, as amended by Amendment to Security Agreement dated as of August 18, 2022, and Second Amendment to Security Agreement dated as of March 10, 2023 (as otherwise amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), with the Secured Party, pursuant to which the Grantors granted to the Secured Party, for its benefit and the benefit of High Trail Special Situations LLC (the “Initial Holder”) and each Holder under and as defined in any Senior Secured Note (the “Holder”), a security interest in substantially all of the Grantors’ personal property; and

1.1.2. Each reference to the “Securities Purchase Agreement” in the Original IP Security Agreement, or words of like import, shall mean and refer to the Securities Purchase Agreement, as defined in the third recital.

1.1.3. Each reference to “the Security Agreement” in the Original IP Security Agreement, or words of like import, shall mean and refer to the Security Agreement, as defined in the fourth recital.

1.1.4. Each of the schedules attached to the Original IP Security Agreement are hereby amended and restated with the schedules attached hereto as Exhibit A.

1.1.5. Each reference to “this Agreement” in the Original IP Security Agreement, or words of like import, shall mean and refer to the IP Security Agreement as affected hereby.

1.2. Reaffirmation. Each of the Grantors each hereby agrees that: (a) all terms and conditions contained in the IP Security Agreement, including the granting of the security interests contained therein, shall continue in full force and effect, (b) the

IP Security Agreement continues to be the valid and binding obligation of the Grantors, enforceable in accordance with its terms, and (c) that notwithstanding the execution and delivery of this Amendment, the obligations of such Grantor under the IP Security Agreement are not impaired or affected.

- 1.3. **Representations and Warranties.** As of the date hereof, each of the Grantors represents and warrants to Secured Party that the representations and warranties made by it in the IP Security Agreement, as updated by the schedules attached hereto as Exhibit A, are true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty is and shall be true and correct in all respects).

## **ARTICLE II**

### **MISCELLANEOUS**

2.1. **Captions.** The headings contained in this Amendment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Amendment. Except as otherwise indicated, all references in this Amendment to “Sections” are intended to refer to the Sections or Articles of the Note, as applicable.

2.2. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

2.3. **No Other Amendment.** Except for the matters expressly set forth in this Amendment, all other terms of the Original IP Security Agreement are hereby ratified and shall remain unchanged and in full force and effect.

2.4. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.


2.5. **Electronic and Facsimile Signatures.** Any signature page delivered electronically or by facsimile (including without limitation transmission by .pdf) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to the other party if so requested.

[Signature Pages Follow]

The parties hereto have executed this Amendment to Intellectual Property Security Agreement as of the date first written above.

**ISSUER:**

**AGRIFY CORPORATION:**

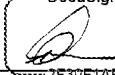
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:

Agrify Corporation  
Attn: Joshua Savitz, Esq., Associate General  
Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862

**GUARANTORS:**

**HARBOR MOUNTAIN HOLDINGS, LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:

Harbor Mountain Holdings, LLC  
Attn: Joshua Savitz, Esq., Associate General  
Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862

**TRIGROW SYSTEMS LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:

TriGrow Systems LLC  
Attn: Joshua Savitz, Esq., Associate General  
Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862


AGM SERVICE COMPANY LLC

By:  \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:

AGM Service Company LLC  
Attn: Joshua Savitz, Esq., Associate General  
Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862

AGXION, LLC

By:  \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:

Agxion, LLC  
Attn: Joshua Savitz, Esq., Associate General  
Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862

ARIAFY FINANCE, LLC

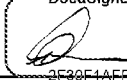
By:  \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:



Ariafy Finance, LLC  
Attn: Joshua Savitz, Esq., Associate General  
Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862


CASCADE SCIENCES, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:

Cascade Sciences, LLC  
Attn: Joshua Savitz, Esq., Associate General  
Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862

PUREPRESSURE, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:

PurePressure, LLC  
Attn: Joshua Savitz, Esq., Associate General  
Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862


PURE SERVICES LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:

Pure Services LLC  
Attn: Joshua Savitz, Esq., Associate General  
Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862


PRECISION EXTRACTION NEWCO,  
LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:

Precision Extraction NewCo, LLC  
Attn: Joshua Savitz, Esq., Associate General  
Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862

LAB SOCIETY NEWCO, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:

Lab Society NewCo, LLC  
Attn: Joshua Savitz, Esq., Associate General  
Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862

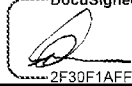
LAB SOCIETY LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:

Lab Society LLC  
Attn: Joshua Savitz, Esq., Associate General  
Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862

ERS LTD

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:

ERS Ltd  
Attn: Joshua Savitz, Esq., Associate General  
Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862

LS ANALYTICS LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:

LS Analytics LLC  
Attn: Joshua Savitz, Esq., Associate General  
Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862

ELECTRUM EXTRACTORS LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:

Electrum Extractors LLC  
|Attn: Joshua Savitz, Esq., Associate  
General Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862


ELITELAB LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:

EliteLab LLC  
Attn: Joshua Savitz, Esq., Associate General  
Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862

LS SOLUTIONS LLC

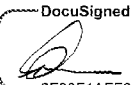
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:

LS Solutions LLC  
|Attn: Joshua Savitz, Esq., Associate  
General Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862

AGRIFY BRANDS, LLC

By: TriGrow Systems LLC, its Member  
holding a Super Majority

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Raymond Chang  
Title: Chief Executive Officer

Notice Address:

Agrify Brands, LLC  
Attn: Joshua Savitz, Esq., Associate General  
Counsel  
76 Treble Cove Road, Building 3  
Billerica, MA 01862

**SECURED PARTY:**




**HIGH TRAIL SPECIAL SITUATIONS LLC**

By:   
Name: Eric Helenek  
Title: Authorized Signatory

**EXHIBIT A**  
**Schedules to Second Amendment to IP Security Agreement**

**SCHEDULE I**  
**Trademarks**

Registrations:

Owner	Registration Number	Trademark
Agrify Corporation	6335931	Agrify
Agrify Corporation	4776582	Precision
Agrify Corporation	5299391	Quality from Detroit
PurePressure, LLC	6208538	BRUTELESS
PurePressure, LLC	6554352	PRESSWARE
PurePressure, LLC	5262009	PUREPRESSURE
Lab Society LLC	5309945	LAB SOCIETY
Lab Society LLC	5505989	
ERS Ltd.	6070018	ELEVATED RESEARCH SOLUTIONS
ERS Ltd.	6070020	
ELITELAB LLC	6140505	
ELITELAB LLC	5704534	ELITELAB

State Registrations:

Owner	State	Certificate Number	Trademark
Agrify Brands, LLC	Nevada	T202112062205119	#lightupthemoment
Agrify Brands, LLC	Nevada	T202112062204564	Light up the Moment
Agrify Brands, LLC	Nevada	T202112062204676	Western Cultured
Agrify Brands, LLC	Washington	58162	WESTERN CULTURED
Agrify Brands, LLC	Washing-ton	58521	LIGHT UP THE MOMENT
Agrify Brands, LLC	Washing-ton	60174	DAWG STAR
Agrify Brands, LLC	Washington	60175	DAWG STAR
PurePressure, LLC	Colorado	20161149843	PurePressure

Applications:

Owner	Application Number	Trademark
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Agrify Corporation	90/341,952	Agrify Leaf Design
Agrify Corporation	90/341,939	Agrify
Agrify Corporation	90/860,152	The Future of Growth
Pure Services LLC	97/153,004	PURECANNALABS
Electrum Extractors LLC	90/482,555	ELECTRUM EXTRACTORS

**OTHER TRADEMARKS:**

Foreign Registrations:

Owner	Registration Number	Country/State	Trademark
Agrify Corporation	UK00003645268	United Kingdom	Agrify Leaf Design
Agrify Corporation	018478055	European Union	Agrify Leaf Design
Agrify Corporation	018200185	European Union	VULCAN
Agrify Corporation	UK00918200185	United Kingdom	VULCAN
Agrify Corporation	56425249	China	AGRIFY
Agrify Corporation	56327615	China	AGRIFY
Agrify Corporation	56334654	China	AGRIFY
Agrify Corporation	56354547	China	AGRIFY
Agrify Corporation	56426088	China	AGRIFY
Agrify Corporation	59655447	China	AGRIFY

Foreign Applications:

Owner	Application Number	Country/State	Trademark
Agrify Corporation	2107496	Canada	Agrify
Agrify Corporation	2109208	Canada	Agrify Leaf Design
Agrify Corporation	UK00003645259	United Kingdom	Agrify
Agrify Corporation	018478053	European Union	Agrify
Precision Extraction Corporation	2013440	Canada	VULCAN

**SCHEDULE II**

**Patents**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
Agrify Corporation	U.S. 10,335,713	EXTRACTION APPARATUS AND METHOD
Agrify Corporation	11,351,476	METHOD FOR CHEMICAL SEPARATION OF CANNABINOIDS
PurePressure, LLC	U.S. 10,882,266	HEATED PRESS UTILIZING A PIVOTING ACTUATING TRUSS FOR EXTRACTION OF OILS
Lab Society LLC	U.S. 10,406,451	HIGH EFFICIENCY DISTILLATION HEAD AND METHODS OF USE
Lab Society LLC	U.S. 10,751,638	HIGH EFFICIENCY DISTILLATION HEAD AND METHODS OF USE
Lab Society LLC	U.S. D877,856	SHORT PATH DISTILLATION HEAD
Lab Society LLC	U.S. D852,928	SHORT PATH DISTILLATION HEAD
Lab Society LLC	U.S. D862,640	DISTILLATION HEAD
Lab Society LLC	U.S. D828,904	HIGH EFFICIENCY DISTILLATION HEAD
Lab Society LLC	U.S. D855,754	SHORT PATH DISTILLATION HEAD
Lab Society LLC	U.S. D907,177	90-DEGREE SWIVEL ADAPTER

Lab Society LLC	U.S. D896,923	VERTICAL COLD FINGER ADAPTER
Lab Society LLC	U.S. D896,919	DISTILLATION RECEIVER ADAPTER
Lab Society LLC	U.S. D896,921	HIGH EFFICIENCY DISTILLATION HEAD
Lab Society LLC	U.S. D896,920	HIGH EFFICIENCY DISTILLATION HEAD
Lab Society LLC	U.S. D909,606	COLD TRAP INSERT
Lab Society LLC	U.S. D896,922	VACUUM CHAMBER AND FRACTIONATING COLUMN FOR HIGH EFFICIENCY DISTILLATION HEAD

Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION
Agrify Corporation	62/134,621	EXTRACTION APPARATUS AND METHOD
Agrify Corporation	62/849,016	PROCESS FOR EXTRACTION OF CANNABINOIDS
Agrify Corporation	62/957,902	METHOD FOR THE SEPARATION OF THCA and THC FROM THE EXTRACTS OF CANNABIS
Agrify Corporation	62/957,914	A METHOD FOR MICROWAVE ASSISTED DECARBOXYLATION OF CANNABIS RESINS
Agrify Corporation	17/212173	METHOD FOR HIGHLY SELECTIVE CONVERSION OF CBD TO DELTA-8 THC
Agrify Corporation	PCT/US2022/021840	METHOD FOR HIGHLY SELECTIVE CONVERSION OF CBD TO DELTA-8 THC

PurePressure, LLC	16/830,137 <sup>1</sup>	HAND-OPERATED SCREW PRESS
PurePressure, LLC	17/477,474	EXTRACTION FREEZE DRYING SYSTEM WITH REMOVABLE CONDENSER
PurePressure, LLC	17/643,780	RELOCATING CANNABIS TRICHOME SEPARATOR
PurePressure, LLC	63/124,806	RELOCATING CANNABIS TRICHOME SEPARATOR
Lab Society LLC	29/678,299	COLD TRAP INSERT
Agrify Corporation	WO 2020/231970	METHOD FOR WINTERIZED CANNABIS OLEORESIN
Agrify Corporation	WO 2021/142074	METHOD FOR CHEMICAL SEPARATION OF CANNABINOIDS
Agrify Corporation	WO 2021/142075	MICROWAVE ASSISTED DECARBOXYLATION OF CANNABIS RESINS

**OTHER PATENTS:**

NONE.

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<sup>1</sup> Note: there is an error in the name for this patent which will be corrected (“Pure Pressure LLC”).

**SCHEDULE III**

**Copyrights**

None.