

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM811793

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FRESH BELLIES, INC.		05/19/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Montage Capital II, L.P.		
<b>Street Address:</b>	900 East Hamilton Avenue, Suite 100		
<b>City:</b>	Campbell		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95008		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6761292	GROOVIES BY FRESH BELLIES	
<b>Registration Number:</b>	6662379	FRESH BELLIES GROOVIES	
<b>Registration Number:</b>	6398319	SHROOMTASTIC	
<b>Registration Number:</b>	6398318	TURN-UP THE BEET	
<b>Registration Number:</b>	6391560	ROSEMARY'S CARROT	
<b>Registration Number:</b>	6763081	FRESH BELLIES	
<b>Registration Number:</b>	6149407	PEAS AND LOVE	
<b>Registration Number:</b>	6143581	STRAWBERRY FEELS FOREVER	
<b>Registration Number:</b>	5812703	ADVENTUROUS EATING STARTS HERE!	
<b>Registration Number:</b>	5812698	PALATES IN TRAINING	
<b>Registration Number:</b>	5812696	KEEP CALM & CARDAMOM	
<b>Registration Number:</b>	6059183	GIMME THE BEET	
<b>Registration Number:</b>	5852433	KEEP CALM & CARDAMOM	
<b>Registration Number:</b>	5698881	TWO TO MANGO	
<b>Registration Number:</b>	5662888	PEPPERLICIOUS	
<b>Registration Number:</b>	5361114	ADVENTUROUS EATING STARTS HERE!	
<b>Registration Number:</b>	5262148	PALATES IN TRAINING	
<b>Registration Number:</b>	5262147	APPLE OF MY EYE	
<b>Registration Number:</b>	5312525	A PEARFECT PAIR	

OP \$615.00 6761292

Property Type	Number	Word Mark
Registration Number:	5312524	BROCCOLI EVER AFTER
Registration Number:	5262146	CAULIFLOWER DREAMIN'
Registration Number:	5257069	FRESH BELLIES
Serial Number:	97781153	PARTY LIKE A PINA
Serial Number:	97194942	PRACTICE WHAT YOU PEACH

**CORRESPONDENCE DATA**

Fax Number: 6506440520

*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: 6506483802

Email: PATTY@PATTYCHENG.COM

Correspondent Name: PATTY CHENG

Address Line 1: 2625 MIDDLEFIELD RD., #215

Address Line 4: PALO ALTO, CALIFORNIA 94306

NAME OF SUBMITTER:	Patty Cheng
SIGNATURE:	/s/ Patty Cheng
DATE SIGNED:	05/19/2023

**Total Attachments: 5**

source=Fresh Bellies - IP Security Agreement#page1.tif  
source=Fresh Bellies - IP Security Agreement#page2.tif  
source=Fresh Bellies - IP Security Agreement#page3.tif  
source=Fresh Bellies - IP Security Agreement#page4.tif  
source=Fresh Bellies - IP Security Agreement#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 19, 2023 by and between Fresh Bellies, Inc., a Delaware corporation (“Borrower”) and Montage Capital II, L.P., a Delaware limited partnership (“Lender”).

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Borrower hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any intellectual property which Borrower obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. In the event that any signature is executed and delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file or electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docuSign.com), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” or electronic signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

6B Dickel Road  
Scarsdale, NY 10583  
Attn: Saskia Sorrosa, CEO

**BORROWER:**

Fresh Bellies, Inc.

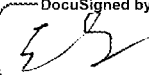
DocuSigned by:  
By: Saskia Sorrosa  
7785CF305792407  
Name: Saskia Sorrosa  
Title: Founder and CEO

Address of Lender:

900 East Hamilton Avenue, Suite 100  
Campbell, CA 95008  
Attn: Eric Gonzales

**LENDER:**

Montage Capital II, L.P.

DocuSigned by:  
By:   
3B77314E899D484...  
Name: Eric Gonzales  
Title: Managing Director

SCHEDULE A

## Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Apple Baby.	VA0002155284	01/25/2019
Beet baby.	VA0002153889	01/25/2019
Broccoli baby.	VA0002154728	01/25/2019
Leek baby.	VA0002153883	01/25/2019
Mango baby.	VA0002154725	01/25/2019
Pepper baby.	VA0002153886	01/25/2019

SCHEDULE B

Patents

If None, check this box:

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue /Application Date</u>

SCHEDULE C

## Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
PARTY LIKE A PINA	97781153		February 5, 2023
PRACTICE WHAT YOU PEACH	97194942		December 29, 2021
GROOVIES BY FRESH BELLIES	90107020	6761292	June 14, 2022
FRESH BELLIES GROOVIES	90107006	6662379	March 8, 2022
SHROOMTASTIC	90107057	6398319	June 22, 2021
TURN-UP THE BEET	90107047	6398318	June 22, 2021
BROC N' ROLL	90132701		*
ROSEMARY'S CARROT	90107026	6391560	June 15, 2021
FRESH BELLIES	88161965	6763081	June 21, 2022
LEAN MEAN NECTARINE	88159146		*
PRACTICE WHAT YOU PEACH	88251720		*
LEEK TO MY ASPARAGUS	88159163		*
PEAS AND LOVE	88677388	6149407	September 8, 2020
STRAWBERRY FEELS FOREVER	88677376	6143581	September 1, 2020
ADVENTUROUS EATING STARTS HERE!	88251705	5812703	July 23, 2019
PALATES IN TRAINING	88251668	5812698	July 23, 2019
KEEP CALM & CARDAMOM	88251655	5812696	July 23, 2019
PRACTICE WHAT YOU PEACH	87751142		*
GIMME THE BEET	87751194	6059183	May 19, 2020
KEEP CALM & CARDAMOM	87751156	5852433	September 3, 2019
RUTABAGA SAGA	87751149		*
TWO TO MANGO	87751179	5698881	March 12, 2019
PEPPERLICIOUS	87751172	5662888	January 22, 2019
ADVENTUROUS EATING STARTS HERE!	87220036	5361114	December 19, 2017
PALATES IN TRAINING	87020925	5262148	August 8, 2017
APPLE OF MY EYE	87020921	5262147	August 8, 2017
A PEARFECT PAIR	87020919	5312525	October 17, 2017
BROCCOLI EVER AFTER	87020918	5312524	October 17, 2017
CAULIFLOWER DREAMIN'	87020916	5262146	August 8, 2017
FRESH BELLIES	86856552	5257069	August 1, 2017

\* — indicates dead, abandoned or cancelled trademark