

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CERTIFIED ORIGINS, INC.		05/25/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ATLANTIC UNION BANK		
Street Address:	7100 Columbia Gateway Drive, Suite 130		
Internal Address:	Three Ponds Business Park, Attn: Thomas Ennis		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21046		
Entity Type:	Banking Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3232048	BELLUCCI	
Registration Number:	5020987	BELLUCCI	
CORRESPONDENCE DATA			
Fax Number:	6106401965		
<i>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.</i>			
Phone:	6106405800		
Email:	trademarks@stradley.com		
Correspondent Name:	Stradley Ronon Stevens & Young, LLP		
Address Line 1:	Donna Marie Davidson		
Address Line 2:	30 Valley Stream Parkway		
Address Line 4:	Malvern, PENNSYLVANIA 19355		
ATTORNEY DOCKET NUMBER:	190803-0014		
NAME OF SUBMITTER:	Donna Marie Davidson		
SIGNATURE:	/Donna Marie Davidson/		
DATE SIGNED:	05/26/2023		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as May 25, 2023, by and among ATLANTIC UNION BANK, its successors and assigns (“Administrative Agent”), as administrative agent for itself and the other Lenders as defined in the Credit Agreement (as defined herein) and CERTIFIED ORIGINS, INC., a Delaware corporation (“Grantor”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Credit Agreement by and among Administrative Agent, the Lenders and Grantor, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Administrative Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trade Secrets, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor and the other Loan Parties under the Credit Agreement.

B. Pursuant to the terms of the Security Agreement (as defined in the Credit Agreement), Grantor has granted to Administrative Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Administrative Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property, including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, whether registered or not and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

2. Any and all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (i) the owner thereof has taken reasonable measures to keep such information secret; and (ii) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, the another person who can obtain economic value from the disclosure or use of the information including without limitation those set forth on Exhibit B attached hereto (collectively, the “Trade Secrets”), and any and all

intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit C attached hereto (collectively, the “**Patents**”);

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit D attached hereto (collectively, the “**Trademarks**”);

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit E attached hereto (collectively, the “**Mask Works**”);

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Trade Secrets, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, and all contracts or agreements that govern the use of trade secrets or confidential information by employees, contractors, or consultants including but not limited to: employee handbooks, proprietary information agreements, confidentiality agreements, non-disclosure agreements, employment agreements, non-compete agreements, offer letters, consulting agreements, contractor and vendor agreements, and severance agreements;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trade Secrets, Patents, Trademarks, or Mask Works; and


10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Administrative Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Administrative Agent, of any or all other rights, powers or remedies. This Intellectual Property Security Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions.

[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.

CERTIFIED ORIGINS, INC.

By: 
Name: Ignacio Nuez Benedicto
Title: Managing Director

ATLANTIC UNION BANK,
as Administrative Agent

By: _____
Name: David Koran
Title: Vice President

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.

CERTIFIED ORIGINS, INC.

By: _____
Name: Ignacio Nuez Benedicto
Title: Managing Director

ATLANTIC UNION BANK,
as Administrative Agent

By:  _____
Name: David Koran
Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Trade Secrets

None.

EXHIBIT C

Patents

None.

EXHIBIT D

Trademarks

Debtor	Trademark	App / Serial No.	Filing Date	Federal Registration No.
Certified Origins, Inc.	BELLUCCI	78973447	09/13/2006	3232048
Certified Origins, Inc.	BELLUCCI	86834526	11/30/2015	5020987

EXHIBIT E

Mask Works

None.