

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM814562

|   |                                  |                          |                     |
|---|----------------------------------|--------------------------|---------------------|
| <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>  |
| SAJE NATURAL BUSINESS INC.  |                                  | 05/25/2023               | Corporation: CANADA |
| <b>RECEIVING PARTY DATA</b>   |                                  |                          |                     |
| <b>Name:</b>  | BANK OF MONTREAL                 |                          |                     |
| <b>Street Address:</b>  | 595 BURRARD STREET, 6TH FLOOR    |                          |                     |
| <b>City:</b>  | VANCOUVER, BRITISH COLUMBIA      |                          |                     |
| <b>State/Country:</b>   | CANADA                           |                          |                     |
| <b>Postal Code:</b>   | V7X 1L7                          |                          |                     |
| <b>Entity Type:</b>   | Chartered Bank: CANADA           |                          |                     |
| <b>PROPERTY NUMBERS Total: 2</b>  |                                  |                          |                     |
| <b>Property Type</b>  | <b>Number</b>                    | <b>Word Mark</b>         |                     |
| <b>Registration Number:</b>   | 6889777                          | AROMA LIGHT STARRY NIGHT |                     |
| <b>Serial Number:</b>   | 97888906                         | SAJE THERADIFFUSION      |                     |
| <b>CORRESPONDENCE DATA</b>  |                                  |                          |                     |
| <b>Fax Number:</b>  | 5032202480                       |                          |                     |
| <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> |                                  |                          |                     |
| <b>Phone:</b>   | 503-294-9848                     |                          |                     |
| <b>Email:</b>   | lisa.davis@stoel.com             |                          |                     |
| <b>Correspondent Name:</b>  | Anne W. Glazer - Stoel Rives LLP |                          |                     |
| <b>Address Line 1:</b>  | 760 SW Ninth Avenue, Suite 3000  |                          |                     |
| <b>Address Line 4:</b>  | Portland, OREGON 97205           |                          |                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 11756-1201                       |                          |                     |
| <b>NAME OF SUBMITTER:</b>   | Lisa M. Davis, Paralegal         |                          |                     |
| <b>SIGNATURE:</b>   | /lmdavis/                        |                          |                     |
| <b>DATE SIGNED:</b>   | 06/01/2023                       |                          |                     |
| <b>Total Attachments: 4</b>   |                                  |                          |                     |
| source=Intellectual Property Security Agreement of the Borrower#page1.tif   |                                  |                          |                     |
| source=Intellectual Property Security Agreement of the Borrower#page2.tif   |                                  |                          |                     |
| source=Intellectual Property Security Agreement of the Borrower#page3.tif   |                                  |                          |                     |

OP \$65.00 6889777



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

(SAJE NATURAL BUSINESS INC.)

TO: **BANK OF MONTREAL**, in its capacity as administrative agent, collateral agent, syndication agent and documentation agent (the “**Agent**”) for and on behalf of and for the benefit of the Lenders (as defined below)

DATE: May 25, 2023

### RECITALS:

- A. The undersigned (the “**Obligor**”), as borrower, certain other loan parties from time to time party thereto, the lenders from time to time party thereto, as lenders, and the Agent, as administrative agent, collateral agent, syndication agent and documentation agent, are parties to the Credit Agreement (as defined below);
- B. Pursuant to the Credit Agreement, the Obligor entered into a general security agreement dated as of October 21, 2016, as amended by an omnibus acknowledgement and amending agreement dated as of July 2, 2020 (as may be further amended, supplemented or otherwise modified from time to time, the “**General Security Agreement**”) in favour of the Agent, whereby the Obligor granted a security interest in all present and after-acquired personal property of the Obligor, including all patents, trademarks, copyrights, and all other intellectual property.
- C. As additional security for the Obligations (as defined below), the Obligor has agreed to enter into this Agreement.

FOR VALUE RECEIVED and intending to be legally bound by this intellectual property security agreement (the “**Agreement**”), the Obligor agrees as follows:

### 1. INTERPRETATION

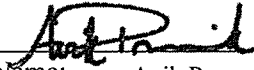
- 1.1 In this Agreement, unless the context expressly or by necessary implication requires otherwise, the following words and phrases will have the meanings set forth below. All capitalized terms used herein that are not otherwise defined shall have the meanings set out in the Credit Agreement.
  - (a) “**Lenders**” has the meaning ascribed to it in the Credit Agreement. Any reference to the “the Lenders” shall be interpreted as referring to “the Lenders or any one of them”.
  - (b) “**Credit Agreement**” means the fifth amended and restated credit agreement dated as of the date hereof among the Obligor, as borrower, the loan parties from time to time party thereto, the lenders party thereto, as lenders, and the Agent, as administrative agent, collateral agent, syndication agent and documentation agent, as may be amended, restated, supplemented, modified or replaced from time to time.
  - (c) “**Obligations**” has the meaning ascribed thereto in the Credit Agreement.
- 1.2 Conflict with Credit Agreement If there is any conflict or inconsistency between the terms of the Credit Agreement and the terms of this Agreement, the provisions of the Credit Agreement shall govern to the extent necessary to remove the conflict or inconsistency.

- 1.3 Other Interpretive Rules. Any rights or benefits stated to accrue to the benefit of the Agent shall accrue to the benefit of the Agent for and on behalf of and for the benefit of the Lenders and any decision, determination or other action required or permitted to be made or taken by the Agent shall be interpreted to mean that decision, determination or other action made or taken in accordance with the provisions of the Credit Agreement.
2. **GRANT OF SECURITY, ETC.**
- 2.1 Grant of Security As security for payment and performance of the Obligations, the Obligor mortgages, charges, assigns, transfers and pledges to the Agent as a fixed and specific mortgage and charge, and grants the Agent a security interest in, all of the Obligor's right, title and interest in and to all trademarks, patents, industrial designs, copyrights, internet domain names and all other intellectual property (collectively, the "**Intellectual Property**") now owned or at any time hereafter acquired by the Obligor or in which the Obligor now has or at any time in the future may acquire any right, title or interest (including, without limitation, all Intellectual Property listed on **Schedule "A"** hereto).
- 2.2 Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the United States Copyright Office, or such other office or registry as may be appropriate from time to time.
- 2.3 Acknowledgment. The Obligor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property are more fully set forth in the General Security Agreement, the terms and conditions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- 2.4 Governing Law. This Agreement and any dispute arising from or in relation to this Agreement shall be governed by, and interpreted and enforced in accordance with, the law of the Province of British Columbia and the laws of Canada applicable therein, excluding the conflict of law rules of that province.

*[Signature page follows – remainder of page is intentionally blank]*

**IN WITNESS OF WHICH**, the Obligor has duly executed this Agreement as of the date first above written.

**SAJE NATURAL BUSINESS INC.,**  
by its authorized signatory:

By:   
Name: Avik Pramanik  
Title: Authorized Signatory

**SCHEDULE A**

**INTELLECTUAL PROPERTY**

**A. Trademarks, trademark registrations, and pending applications**

i. *Registered Trademarks*

The following is a list of registered trademarks owned by the Obligor:

| Description                     | Registration Number | Country | Registration Date  | Expiration Date    |
|---------------------------------|---------------------|---------|--------------------|--------------------|
| AIROMA LOO (Class 3)            | TMA1,159,340        | Canada  | January 4, 2023    | January 4, 2033    |
| SAJE NATURAL WELLNESS (Class 5) | 6618193             | Japan   | September 22, 2022 | September 22, 2032 |
| AROMA LIGHT STARRY NIGHT        | 6,889,777           | USA     | November 1, 2022   | November 1, 2028   |

ii. *Trademark applications*

The following is a list of trademark applications filed by the Obligor:

| Description         | Application Number | Country | Filing Date    | Status                       |
|---------------------|--------------------|---------|----------------|------------------------------|
| LIQUID SUNSHINE     | 2,257,751          | Canada  | May 12, 2023   | Filed – Awaiting Examination |
| NATURE'S FARMANCY   | 2,257,762          | Canada  | May 12, 2023   | Filed – Awaiting Examination |
| SAJE THERADIFFUSION | 2,251,130          | Canada  | April 11, 2023 | Filed – Awaiting Examination |
| SAJE THERADIFFUSION | 97/888,906         | USA     | April 14, 2023 | Examined                     |

**B. Domain Names**

The following is a list of all domain names owned by the Obligor:

| Domain Name | Registration Date | Expiration Date           |
|-------------|-------------------|---------------------------|
| Sajedev.com | May 17, 2023      | May 17, 2026 (auto renew) |

C. **Industrial Designs:** Nil.

D. **Patents:** Nil.

E. **Copyright:** Nil.