

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genexa Inc.		06/02/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dwight Funding LLC		
Street Address:	787 Eleventh Avenue		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Serial Number:	97717487	#1 PEDIATRICIAN RECOMMENDED CLEAN MEDICI	
Registration Number:	6591309	FIRST CLEAN MEDICINE COMPANY	
Registration Number:	6374135	PEOPLE OVER EVERYTHING	
Registration Number:	6374249	REAL MEDICINE, MADE CLEAN	
Registration Number:	6577415	REAL REMEDIES MADE CLEAN	
Registration Number:	6077902	CLEAN UP YOUR MEDICINE CABINET	
Serial Number:	88768892	CLEAN PHARMA	
Serial Number:	88778027	DIRTY PHARMA	
Serial Number:	88768911	CLEAN PHARMACEUTICALS	
Serial Number:	88528250	KOBY	
Serial Number:	88484505	CHOOSE CLEANER	
Serial Number:	88432370	CHOOSE HEALTHIER	
Registration Number:	5801169	G	
Serial Number:	88740930	THE PEOPLE'S PHARMA	
Registration Number:	5740262	COUGH CRUSH	
Serial Number:	87947761	AN UNCONVENTIONAL APPROACH TO CONVENTION	
Serial Number:	88031308	HERS	
Registration Number:	5634307	PAIN CRUSH	

CH \$1315.00 97717487

Property Type	Number	Word Mark
Registration Number:	5634190	HEARTBURN FIX
Registration Number:	5634191	THE HEALTHIER SALINE
Registration Number:	5623195	SPREAD THE HEALTH
Serial Number:	87801876	THE CLEANER MEDICINE
Registration Number:	5633783	SALINE CARE
Serial Number:	88083929	LIVE CLEANER
Registration Number:	5196583	SPREAD THE HEALTH
Registration Number:	5764213	LAX-AID
Serial Number:	87403219	THE HEALTHIER PROBIOTIC
Serial Number:	87476121	TEETHING CARE
Registration Number:	5289988	A HEALTHIER TAKE ON MEDICINE
Serial Number:	87412183	PROBIOTIX
Registration Number:	5138848	SLEEPOLOGY
Registration Number:	5138751	FLU FIX
Registration Number:	5132061	GENEXA
Registration Number:	5252025	CALM KEEPER
Registration Number:	5267132	G
Registration Number:	5276162	GENEXA
Registration Number:	5106374	THE HEALTHIER MEDICINE
Registration Number:	5042953	ARNICA ADVANTAGE
Registration Number:	5042956	COLD CRUSH
Registration Number:	5079911	JET LAG RX
Registration Number:	5083949	LEG CRAMP RX
Registration Number:	5088647	#1 ORGANIC MEDICINE
Serial Number:	87208044	THE HEALTHIER SUPPLEMENT
Registration Number:	5037061	GENEXA
Serial Number:	86969498	CHILDREN'S GENEXA CALMING AID
Serial Number:	87239089	THE HEALTHIER VITAMIN
Serial Number:	87072452	FLUCOCCINUM
Registration Number:	5138776	HERE'S TO YOUR HEALTH
Registration Number:	5251759	GENEXA
Serial Number:	87392681	LAXAKOT
Serial Number:	87356886	BIOLAX
Serial Number:	87324863	PUREPLEX

CORRESPONDENCE DATA

Fax Number: 3146215065

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: 212-209-4400
Email: iptm@atllp.com, jwurst@atllp.com, lleonardo@atllp.com,
egrube@atllp.com, ddiamondwood@atllp.com
Correspondent Name: Jeffrey A. Wurst/Armstrong Teasdale
Address Line 1: 7 Times Square
Address Line 2: 44th Floor
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Jeffrey A. Wurst

SIGNATURE: /Jeffrey A. Wurst/

DATE SIGNED: 06/15/2023

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as the same may from time to time be amended, restated, joined, extended, supplemented and/or otherwise modified from time to time, this “IP Security Agreement”) is made and effective as of June 2, 2023 by Genexa Inc., a corporation organized and existing under and pursuant to the laws of the State of Delaware (the “Grantor”), with a principal address of 165 Ottley Drive NE Suite 150B, Atlanta GA, 30324 in favor of DWIGHT FUNDING LLC, a limited liability company organized and existing under and pursuant to the laws of the State of Delaware (the “Lender”), with a principal address of 787 Eleventh Ave., 10th floor, New York, NY 10019. Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the LSA (defined below).

RECITALS

A. Grantor has requested that the Lender from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of that certain Loan and Security Agreement dated as of even date herewith, between the Grantor and the Lender (as the same may from time to time be amended, restated, supplemented, or otherwise modified from time to time, the “LSA”);

B. Under the terms of the LSA and the Other Documents (collectively, the “Loan Documents”), Grantor has granted to Lender, a security interest in substantially all of Grantor’s assets, and agrees as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Body; and

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the LSA and to agree, subject to the terms and conditions set forth therein, to make the Advances to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of Grantor’s Indebtedness under the Loan Documents, Grantor hereby grants to Lender, a continuing security interest in and to all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired by Grantor (collectively, the “Intellectual Property Collateral”):

- a. The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “Copyrights”);
- b. The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);
- c. The U.S., state and foreign trademark and service mark registrations, trademark

and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the “Trademarks”);

- d. The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);
- e. Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;
- f. Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;
- g. Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and
- h. Any and all products and proceeds of any of the foregoing.

2. Notwithstanding anything contained in this IP Security Agreement or any of the Loan Documents to the contrary, the term “Intellectual Property Collateral” shall not include any application for trademarks and servicemarks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), unless and until evidence of the use of such trademark or servicemark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d).

3. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Lender in the Intellectual Property Collateral.

4. Assignment. Upon the occurrence of an Event of Default, (subject to the applicable notice and cure periods therein). Grantor shall, upon request by the Lender, execute and deliver to the Lender an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to the Lender.

5. Power of Attorney. Grantor hereby irrevocably grants to the Lender a power of attorney to act as Grantor’s attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in the Lender’s reasonable discretion, to take any action and to execute any instrument that the Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

- a. To modify or amend Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which Grantor no longer has or claims any right, title or interest;
 - b. Upon the occurrence and during the continuation of an Event of Default, (subject to the applicable notice and cure periods therein), to execute, file and pursue any application, form or other document in order to perfect, maintain, continue or otherwise protect the Lender's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; *provided, however*, unless an Event of Default has occurred and is continuing, Lender will not take any actions which result in an assignment or transfer of title of such Intellectual Property Collateral to Lender. Notwithstanding the foregoing, unless an Event of Default (subject to the applicable notice and cure periods therein) has occurred and is continuing, Lender shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Grantor's attorney of record before the United States Patent and Trademark Office;
 - c. To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the Intellectual Property Collateral without the signature of Grantor unless prohibited by applicable law; and
 - d. Upon the occurrence and during the continuation of an Event of Default, (subject to the applicable notice and cure periods therein) to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Intellectual Property Collateral, pursuant to the LSA, and (ii) take any other actions with respect to the Intellectual Property Collateral as Lender reasonably deems to be in the best interest of itself.
 - e. The foregoing power of attorney is coupled with an interest and is irrevocable until the Indebtedness secured hereby has been unconditionally and indefeasibly paid and performed in full (other than contingent indemnification obligations for which claims have not been asserted), the LSA has been terminated (except for any obligations designated thereunder as continuing on an unsecured basis) and all commitments of Lender to make Advances have been terminated.
6. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to

Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Indebtedness (other than contingent indemnification obligations for which claims have not been asserted) secured hereby unconditionally and indefeasibly and (b) the termination of the LSA (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Lender (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Lender to evidence such termination. Immediately thereafter the deliveries set forth in the immediate preceding sentence, this IP Security Agreement shall terminate.

7. Newly Applied For or Newly Registered Copyrights, Patents, Trademarks and Domain Names. Until such time as this IP Security Agreement is terminated, Grantor shall provide the Lender prompt written notice of each newly applied for or newly registered Copyrights, Patents, Trademarks and Domain Names (if any) owned by Grantor.

8. Miscellaneous.

- a. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Documents. The rights and remedies of the Grantor and the Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall govern.
- b. This IP Security Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This IP Security Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (A) may be relied on by each party as if the document were a manually signed original and (B) will be binding on each party for all purposes.
- c. All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of New York (without regard to New York choice of law or conflicts of law principles).

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

GENEXA INC.

David Johnson

By: _____

DOX SIGN 45986531-15612056
Name: David Johnson
Title: CEO

LENDER:

DWIGHT FUNDING LLC

Ben Brachot

By: _____

DOX SIGN 45986531-15612056
Ben Brachot, Managing Director

SCHEDULE A

COPYRIGHT COLLATERAL

<u>Owner</u>	<u>Country</u>	<u>Filing date</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg</u>
Genexa Logo	China	4/12/2018	2018Z11S178803	4/12/2018	2018Z11S178803

SCHEDULE B

PATENT COLLATERAL

<u>Owner</u>	<u>Country</u>	<u>Title</u>	<u>App/Pat. No.</u>	<u>App/Issue. Date</u>	<u>Status</u>
Genexa, Inc.	US	Pharmaceutical syrup formulation or suspension	11,617,795 17/817,637	04/04/2023 08/04/2022	Active
Genexa, Inc.	US	Dextromeethorphan and Guafenesin Syrup Formulation or Suspension	17/821,134	08/19/2022	Active
Genexa, Inc.	US	Stable Liquid Formulations for Pharmaceuticals and Supplements Comprising an Herbal Mixture	10,596,266 15/912,785	03/24/2020 03/06/2018	Active
Genexa, Inc.	US	Stable Liquid Formulations for Pharmaceuticals and Supplements	16/827,529	03/23/2020	Active
Genexa, Inc.	US	Organic nasal treatment solution	10/596,105 15/912,766	03/24/2020 03/06/2018	Active
Genexa, Inc.	US	Chewable Tablet	17/507,733	10/21/2021	Active



<u>Owner</u>	<u>Country</u>	<u>Title</u>	<u>App/Pat. No.</u>	<u>App/Issue. Date</u>	<u>Status</u>
Genexa, Inc.	US	Pharmaceutical syrup formulation or suspension	17/342,414	06/08/2021	Active
Genexa, Inc.	US	Dextromethorphan Syrup Formulation or Suspension	17/821,138		
Genexa, Inc.	US	SOLID TABLETS	18/047,960		

SCHEDULE C

TRADEMARKS AND TRADE NAMES
UNITED STATES TRADEMARKS


<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>	<u>Status</u>
Genexa Inc.	US	#1 PEDIATRICIAN RECOMMENDED CLEAN MEDICINE BRAND	97/717,487	12/14/2022	Active
Genexa Inc.	US	FIRST CLEN MEDICNE COMPANY	6,591,309	12/14/2021	Active
Genexa Inc.	US	PEOPLE OVER EVERYTHING	6,374,135	06/01/2021	Active
Genexa Inc.	US	REAL MEDICINE, MADE CLEAN	6,374,249	06/01/2021	Active
Genexa Inc.	US	REAL REMEDIES MADE CLEAN	6,577,415	11/30/2021	Active
Genexa Inc.	US	CLEAN UP YOUR MEDICINE CABINET	6,077,902	06/16/2020	Active
Genexa Inc.	US	CLEAN PHARMA	88/768,892	06/22/2020	Inactive
Genexa Inc.	US	DIRTY PHARMA	88/778,027	01/29/2020	Inactive
Genexa Inc.	US	CLEAN PHARMACEUTICALS	88/768,911	01/22/2020	Inactive
Genexa Inc.	US	KOBY	88/528,250	07/22/2019	Inactive
Genexa Inc.	US	CHOOSE CLEANER	88/484,505	06/22/2019	Inactive
Genexa Inc.	US	CHOOSE HEALTHIER	88/432,370	05/15/2019	Inactive

<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>	<u>Status</u>
Genexa Inc.	US		5,801,169	07/09/2019	Active
Genexa Inc.	US	THE PEOPLE'S PHARMA	88/740,930	12/27/2019	Inactive
Genexa Inc.	US	COUGH CRUSH	5,740,262	04/30/2019	Active
Genexa Inc.	US	AN UNCONVENTIONAL APPROACH TO CONVENTIONAL MEDICINE	87/947,761	06/04/2018	Inactive
Genexa Inc.	US	HERS	88/031,308	07/10/2018	Inactive
Genexa Inc.	US	PAIN CRUSH	5,634,307	12/18/2018	Active
Genexa Inc.	US	HEARTBURN FIX	5,634,190	12/18/2018	Active
Genexa Inc.	US	THE HEALTHIER SALINE	5,634,191	12/18/2018	Active
Genexa Inc.	US	SPREAD THE HEALTH	5,623,195	12/04/2018	Active
Genexa Inc.	US	THE CLEANER MEDICINE	87/801,876	02/18/2018	Inactive
Genexa Inc.	US	SALINE CARE	5,633,783	12/18/2018	Active
Genexa Inc.	US	LIVE CLEANER	88/083,929	08/19/2018	Inactive
Genexa Inc.	US	SPREAD THE HEALTH	5,196,583	05/02/2017	Active
Genexa Inc.	US	LAX-AID	5,764,213	05/28/2019	Active
Genexa Inc.	US	THE HEALTHIER PROBIOTIC	87,403,219	04/07/2017	Inactive
Genexa Inc.	US	TEETHING CARE	87,476,121	06/05/2017	Inactive
Genexa Inc.	US	A HEALTHIER TAKE ON MEDICINE	5,289,988	09/19/2017	Active
Genexa Inc.	US	PROBIOTIX	87/412,183	04/14/2017	Active
Genexa Inc.	US	SLEEPOLOGY	5,138,848	02/07/2017	Active

<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>	<u>Status</u>
Genexa Inc.	US	FLU FIX	5,138,751	02/07/2017	Active
Genexa Inc.	US		5,132,061	01/31/2017	Active
Genexa Inc.	US	CALM KEEPER	5,252,025	07/25/2017	Active
Genexa Inc.			5,267,132	08/15/2017	
Genexa Inc.	US	GENEXA	5,276,162	08/29/2017	Active
Genexa Inc.	US	THE HEALTHIER MEDICINE	5,106,374	12/20/2016	Active
Genexa Inc.	US	ARNICA ADVANTAGE	5,042,953	09/13/2016	Inactive
Genexa Inc.	US	COLD CRUSH	5,042,956	09/13/2016	Active
Genexa Inc.	US	JET LAG RX	5,079,911	11/08/2016	Active
Genexa Inc.	US	LEG CRAMP RX	5,083,949	11/15/2016	Active
Genexa Inc.	US	#1 ORGANIC MEDICINE	5,088,647	11/22/2016	Active
Genexa Inc.	US	THE HEALTHIER SUPPLEMENT	87/208,044	10/19/2016	Inactive
Genexa Inc.	US	GENEXA	5,037,061	09/06/2016	Active
Genexa Inc.	US	CHILDREN'S GENEXA CALMING AID	86/969,498	04/8/2016	Inactive
Genexa Inc.	US	THE HEALTHIER VITAMIN	87/239,089	11/16/2016	Inactive
Genexa Inc.	US	FLUCOCCINUM	87/072,452	06/15/2016	Inactive
Genexa Inc.	US	HERE'S TO YOUR HEALTH	5,138,776	02/07/2017	Active
Genexa Inc.	US	GENEXA	5,251,759	07/25/2017	Active

<u>Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>	<u>Status</u>
Genexa Inc.	US	LAXAKOT	87/392,681	03/30/2017	Inactive
Genexa Inc.	US	BIOLAX	87/356,886	03/02/2017	Inactive
Genexa Inc.	US	PUREPLEX	87324863	02/05/2017	Inactive

FOREIGN TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>File Date</u>	<u>App/Reg. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
GENEXA	Mexico	04/02/2018	0119852029156	05/29/2019	2005462
G Stylized Bird Logo / 	China	4/28/2018	30582175	2/14/2019	30582175
GENEXA	Macao	4/6/2017	N/122238	10/12/2017	N/122238
GENEXA	United Kingdom	7/21/2016	UK00915679723	2/5/2019	UK00915679723
GENEXA	European Union	7/21/2016	015679723	2/5/2019	015679723
GENEXA	Hong Kong	3/28/2017	304091922	8/17/2017	304091922
GENEXA	Japan	8/29/2017	2017-113728	5/11/2018	6042840
GENEXA	China	3/17/2017	23199611A	6/7/2018	23199611A
GENEXA	Australia	10/30/2018	1965412	8/18/2021	1965412
GENEXA	China	3/17/2017	23199611	10/28/2020	23199611
GENEXA	Canada	7/13/2015	1736948	7/17/2018	TMA1000966

SCHEDULE D
DOMAIN NAMES

<https://www.genexa.com/>