

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlantic Frozen Foods, LLC		02/01/2023	Limited Liability Company: FLORIDA
Natural Food Source, Inc.		02/01/2023	Corporation: PENNSYLVANIA
Nimeks, Incorporated		02/01/2023	Corporation: PENNSYLVANIA
Penn Commodities Inc.		02/01/2023	Corporation: PENNSYLVANIA
Smart Juices, LLC		02/01/2023	Limited Liability Company: PENNSYLVANIA
Smart Kids Group LLC		02/01/2023	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Axos Bank		
Street Address:	4350 La Jola Village Drive		
Internal Address:	Suite 100		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92122		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5002564	SMART HARVEST	
Registration Number:	4618031	SMART HARVEST	
Registration Number:	5075284	SUPER FRUIT 7	
Serial Number:	88186410	IJUICE	
Registration Number:	5723445	TRULY	
Registration Number:	5698359	SMART ORCHARD	
Serial Number:	97593967	SUPER FRUIT 7	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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>			

OP \$190.00 5002564

Phone: 2155695619
Email: timothy.pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye (200061-01005 F.M.)
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square, 8th floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	200061-01005
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	06/16/2023

Total Attachments: 5

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source=IP Security Agreement (Axos - Nimeks) - Executed#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 1st day of February, 2023, by **NIMEKS, INCORPORATED**, a Pennsylvania corporation (“Nimeks”), **NATURAL FOOD SOURCE INC.**, a Pennsylvania corporation (“Natural Food Source”), **PENN COMMODITIES INC.**, a Pennsylvania corporation (“Penn Commodities”), **SMART JUICES, LLC**, a Pennsylvania limited liability company (“Smart Juices”), **ATLANTIC FROZEN FOODS, LLC**, a Florida limited liability company (“Atlantic Frozen Foods”), **SMART KIDS GROUP LLC**, a New Jersey limited liability company (“Smart Kids”, together with Nimeks, Natural Food Source, Penn Commodities, Smart Juices and Atlantic Frozen Foods, collectively the “Grantors” and each a “Grantor”), in favor of **AXOS BANK**, a federal savings bank (“Lender”).

WHEREAS, pursuant to that certain Revolving Credit, Equipment Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantors (together with any Person joined thereto from time to time as a borrower, collectively the “Borrowers”), and Lender, Lender agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Lender, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Lender for its benefit, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of such Grantor’s copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of such Grantor’s patents and patent applications (collectively, “Patents”), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of such Grantor’s trademarks, trademark applications, service marks, trade names, mask works (collectively, “Trademarks”), and all of the goodwill of the

business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Lender pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Lender as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Lender with respect to any such new IP Collateral. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Lender's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to

this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

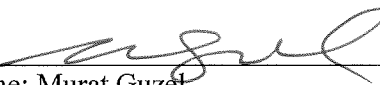
[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

NIMEKS, INCORPORATED,
a Pennsylvania corporation

By: 
Name: Murat Guzel
Title: President

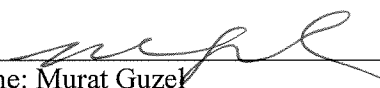
NATURAL FOOD SOURCE INC.,
a Pennsylvania corporation

By: 
Name: Murat Guzel
Title: President

PENN COMMODITIES INC.,
a Pennsylvania corporation

By: 
Name: Murat Guzel
Title: President

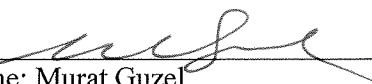
SMART JUICES, LLC,
a Pennsylvania limited liability company

By: 
Name: Murat Guzel
Title: Manager

ATLANTIC FROZEN FOODS, LLC,
a Florida limited liability company

By: 
Name: Murat Guzel
Title: Manager

SMART KIDS GROUP LLC,
a Florida limited liability company

By: 
Name: Murat Guzel
Title: Manager

[Signature Page to Intellectual Property Security Agreement (Axos – Nimeks)]

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

None.

II. Patents and Patent Applications

None.

III. Trademarks and Trademark Applications

Mark Name	Grantor	Reg. Date (App. Date)	Reg. No. (App. No.)
SMART HARVEST	Natural Food Source Inc.	07/19/2016	5002564
SMART HARVEST	Natural Food Source Inc.	110/07/2014	4618031
SUPER FRUIT 7	Smart Juices, LLC	09/16/2022	5075284
IJUICE	Smart Juices, LLC	(11/08/2018)	(88186410)
TRULY	Smart Juices, LLC	04/26/2018	5723445
SMART ORCHARD	Smart Juices, LLC	03/13/2019	5698359
SUPER FRUIT 7	Smart Juices, LLC	11/01/2016	5075284