

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM822489

<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>
Delos Living, LLC		07/06/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UGro, LLC		
<b>Street Address:</b>	5851 San Felipe		
<b>Internal Address:</b>	Suite 230		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77057		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	UGro Delos, LLC		
<b>Street Address:</b>	5851 San Felipe		
<b>Internal Address:</b>	Suite 230		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77057		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 55</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87980601	DARWIN	
<b>Serial Number:</b>	87432046	DARWIN	
<b>Serial Number:</b>	87645032	DARWIN	
<b>Serial Number:</b>	87980625	DARWIN BY DELOS	
<b>Serial Number:</b>	87432066	DARWIN BY DELOS	
<b>Serial Number:</b>	87645073	DARWIN BY DELOS	
<b>Serial Number:</b>	87983301	DELOS	
<b>Serial Number:</b>	87982830	DELOS	
<b>Serial Number:</b>	88035917	DELOS	
<b>Serial Number:</b>	87372241	DELOS	
<b>Serial Number:</b>	87383289	DELOS	

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Property Type	Number	Word Mark
Serial Number:	88046665	DELOS
Serial Number:	85979147	DELOS
Serial Number:	86065669	DELOS
Serial Number:	85110114	DELOS
Serial Number:	86984197	DELOS
Serial Number:	87978263	DELOS INNOVATE WELL
Serial Number:	86984198	DELOS INNOVATE WELL
Serial Number:	87978751	DELOS INNOVATE WELL
Serial Number:	87372286	DELOS INNOVATE WELL
Serial Number:	90582623	
Serial Number:	88207738	FRESH
Serial Number:	88207748	FRESH BY DELOS
Serial Number:	86984058	INNOVATE WELL
Serial Number:	90136624	MINDBREAKS
Serial Number:	88980634	MINDBREAKS
Serial Number:	88977347	MINDBREAKS
Serial Number:	90776717	PLANET X
Serial Number:	88811402	STAY WELL
Serial Number:	90126964	STAY WELL
Serial Number:	85694494	STAY WELL
Serial Number:	85696870	STAY WELL
Serial Number:	85982946	STAY WELL
Serial Number:	86190207	STAY WELL
Serial Number:	86413200	STAY WELL
Serial Number:	86427128	STAY WELL
Serial Number:	88024851	STAY WELL
Serial Number:	86976491	STAY WELL
Serial Number:	85696842	STAY WELL AT
Serial Number:	86976559	STAY WELL BY DELOS
Serial Number:	86976482	STAY WELL MEETINGS
Serial Number:	90458961	WELL
Serial Number:	90505064	WELL
Serial Number:	90546489	WELL CARD
Serial Number:	90299719	WELL COIN
Serial Number:	97106692	WELL CUBE
Serial Number:	97775838	WELL CUBE
Serial Number:	88911548	WELL WORKFORCE
Serial Number:	97106673	WELLCUBE

Property Type	Number	Word Mark
Serial Number:	87246550	WELLKIT
Serial Number:	87377661	WELLNESS BY DELOS
Serial Number:	88086753	WELLSPACE
Serial Number:	88086842	WELLSPACE BY DELOS
Serial Number:	90572504	WELLX
Serial Number:	88642542	WTK

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** (619) 699-2708  
**Email:** christian.cruz@us.dlapiper.com  
**Correspondent Name:** DLA Piper LLP (US)  
**Address Line 1:** 4365 Executive Drive  
**Address Line 2:** Suite 1100  
**Address Line 4:** San Diego, CALIFORNIA 92121

<b>NAME OF SUBMITTER:</b>	Matt Schwartz
<b>SIGNATURE:</b>	/s/ Matt Schwartz
<b>DATE SIGNED:</b>	07/06/2023

**Total Attachments: 10**  
source=UGro Delos -- IP Sec Agmt#page1.tif  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of July 6, 2023 (the “**Effective Date**”) by and between UGro, LLC, a Delaware limited liability company (“**UGro**”), UGro Delos, LLC, a Delaware limited liability company (“**UGro Delos**”, and collectively with UGro, “**Lender**”) and Delos Living, LLC, a Delaware limited liability company (“**Grantor**”)

### RECITALS

A. Lender has made certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its Obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property in the United States (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof in the United States, whether published or unpublished 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**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held in the United States;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held in the United States;

(d) All patents, patent applications and like protections in the United States 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 B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights in the United States, 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 C attached hereto (collectively, the “**Trademarks**”);

(f) [reserved];

(g) 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor 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 Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement shall be governed by the laws of the State of Delaware without regard to principles of conflicts of law. Borrower and Lender each submit to the exclusive jurisdiction of the federal and state courts in the County of Wilmington, Delaware.

[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.

**BORROWER:**

DELOS LIVING LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_


Name: Paul Scialla

Title: CEO


[signatures continue on following page]

**LENDER**

UGRO DELOS, LLC,  
a Delaware limited liability company

By:   
Name: Navraj "Neal" Bawa  
Title: CEO

UGRO, LLC,  
a Delaware limited liability company

By:   
Name: Navraj "Neal" Bawa  
Title: CEO

[end of signature pages]

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]





EXHIBIT A

Copyrights

<b>Title of the work</b>	<b>Status</b>	<b>Registration #</b>
Return to Work Training	Registered 12/22/20	TX0008929088
Teacher Training	Registered 12/22/20	TX0008929091
Poll Worker Training	Registered 12/22/20	TX0008929092

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EXHIBIT B

Patents

<b>Status</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
Granted	29/628,153	01-Dec-2017	D886,137	02-Jun-2020
Granted	29/628,142	01-Dec-2017	D859,460	10-Sep-2019
Granted	29/628,130	01-Dec-2017	D862,494	08-Oct-2019
Granted	14/012,444	28-Aug-2013	9,715,242	25-Jul-2017
Granted	15/409,233	18-Jan-2017	10,691,148	23-Jun-2020
Granted	15/421,022	31-Jan-2017	10,845,829	24-Nov-2020
Granted	15/249,184	26-Aug-2016	10,599,116	24-Mar-2020
Granted	15/121,953	26-Aug-2016	10,712,722	14-Jul-2020
Granted	15/543,114	12-Jul-2017	10,923,226	16-Feb-2021
Granted	12/900,158	07-Oct-2010	8,436,556	07-May-2013
Granted	13/863,589	16-Apr-2013	8,836,243	16-Sep-2014
Granted	14/486,753	15-Sep-2014	9,125,257	01-Sep-2015
Granted	14/805,243	21-Jul-2015	9,392,665	12-Jul-2016
Granted	29/528,147	26-May-2015	D761,598	19-Jul-2016
Granted	15/576,223	21-Nov-2017	11,089,740	17-Aug-2021
Granted	15/187,317	20-Jun-2016	9,642,209	02-May-2017
Granted	15/421,046	31-Jan-2017	10,477,640	12-Nov-2019
Granted	16/327,650	22-Feb-2019	11,338,107	24-May-2022
Granted	16/444,877	18-Jun-2019	10,928,842	23-Feb-2021
Granted	16/564,803	09-Sep-2019	10,952,297	16-Mar-2021
Granted	29/725,031	21-Feb-2020	D918,231	04-May-2021
Granted	16/639,217	14-Feb-2020	11,668,481	06-Jun-2023
Granted	17/022,262	16-Sep-2020	11,109,466	31-Aug-2021
Granted	17/060,975	01-Oct-2020	11,587,673	21-Feb-2023
Granted	17/276,097	12-Mar-2021	11,649,977	16-May-2023
Pending	29/628,143	01-Dec-2017		
Pending	18/196,747	12-May-2023		
Published	16/701,244	03-Dec-2019		
Published	17/433,016	23-Aug-2021		
Published	17/442,460	23-Sep-2021		
Published	17/442,916	24-Sep-2021		
Published	17/762,835	23-Mar-2022		
Published	17/138,190	30-Dec-2020		
Published	17/719,616	13-Apr-2022		

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EXHIBIT C

Trademarks

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Date</b>	<b>Status</b>
DARWIN	87980601	01 May 2017	11 Jun 2019	Registered
DARWIN	87432046	01 May 2017	24 Nov 2020	Registered
DARWIN	87645032	13 Oct 2017		Pending
DARWIN BY DELOS	87980625	01 May 2017	25 Jun 2019	Registered
DARWIN BY DELOS	87432066	01 May 2017	09 Feb 2021	Registered
DARWIN BY DELOS	87645073	13 Oct 2017		Pending
DELOS	87983301	23 Mar 2017	22 Sep 2020	Registered
DELOS	87982830	23 Mar 2017	28 Apr 2020	Registered
DELOS	88035917	12 Jul 2018		Pending
DELOS	87372241	15 Mar 2017	01 Sep 2020	Registered
DELOS	87383289	23 Mar 2017	28 Sep 2021	Registered
DELOS	88046665	20 Jul 2018		Pending
DELOS	85979147	29 Mar 2013	29 Jul 2014	Registered
DELOS	86065669	16 Sep 2013	20 Jan 2015	Registered
DELOS	85110114	18 Aug 2010	06 Sep 2011	Registered
DELOS (and design)	86984197	30 Oct 2015	13 Nov 2018	Registered
DELOS INNOVATE	87978263	15 Dec 2016	11 Sep 2018	Registered
WELL				
DELOS INNOVATE	86984198	30 Oct 2015	13 Nov 2018	Registered
WELL (and design)				
DELOS INNOVATE	87978751	15 Dec 2016	13 Nov 2018	Registered
WELL (and design)				
DELOS INNOVATE	87372286	15 Mar 2017	01 Sep 2020	Registered
WELL (and design)				
Design Mark (Half Circles)	90582623	16 Mar 2021		Pending
FRESH	88207738	27 Nov 2018	02 Mar 2021	Registered
FRESH BY DELOS	88207748	27 Nov 2018	30 Mar 2021	Registered
INNOVATE WELL	86984058	29 Oct 2015	11 Sep 2018	Registered
MINDBREAKS	90136624	25 Aug 2020	30 Nov 2021	Registered
MINDBREAKS	88980634	09 Jan 2019	06 Apr 2021	Registered
MINDBREAKS	88977347	09 Jan 2019	02 Jun 2020	Registered
PLANET X	90776717	16 Jun 2021		Pending
STAY WELL	88811402	26 Feb 2020		Pending
STAY WELL	90126964	20 Aug 2020	26 Oct 2021	Registered
STAY WELL	85694494	03 Aug 2012	13 Aug 2013	Registered
STAY WELL	85696870	07 Aug 2012	09 Jul 2013	Registered
STAY WELL	85982946	23 Oct 2012	14 Jul 2015	Registered
STAY WELL	86190207	11 Feb 2014	26 May 2015	Registered
STAY WELL	86413200	02 Oct 2014	19 Jun 2018	Registered
STAY WELL	86427128	17 Oct 2014	29 Dec 2015	Registered
STAY WELL	88024851	03 Jul 2018		Pending
STAY WELL (and design)	86976491	22 Oct 2013	04 Aug 2015	Registered
STAY WELL AT	85696842	07 Aug 2012	13 Aug 2013	Registered
STAY WELL BY DELOS (and design)	86976559	22 Oct 2013	25 Aug 2015	Registered
STAY WELL MEETINGS	86976482	24 Jan 2014	04 Aug 2015	Registered

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Trademark	Application Number	Application Date	Registration Date	Status
WELL	90458961	11 Jan 2021		Pending
WELL	90505064	02 Feb 2021		Registered
WELL CARD	90546489	25 Feb 2021		Pending
WELL COIN	90299719	05 Nov 2020		Pending
WELL CUBE	97106692	03 Nov 2021		Pending
WELL CUBE	97775838	01 Feb 2023		Pending
WELL WORKFORCE	88911548	12 May 2020		Pending
WELLCUBE	97106673	03 Nov 2021		Pending
WELLKIT	87246550	23 Nov 2016	14 Jul 2020	Registered
WELLNESS BY DELOS	87377661	20 Mar 2017	17 Aug 2021	Registered
WELLSPACE	88086753	21 Aug 2018		Pending
WELLSPACE BY DELOS	88086842	21 Aug 2018		Pending
WELLX	90572504	11 Mar 2021		Pending
WTK	88642542	04 Oct 2019		Pending

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