

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ubees Inc.		07/13/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WindSail Capital Fund, L.P.		
Street Address:	133 Federal Street, Suite 702		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6977064	UBEES	
Registration Number:	6946016	MY POLLINATION	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<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:	6178321000		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Joshua S. Jarvis		
Address Line 1:	155 Seaport Blvd		
Address Line 2:	Foley Hoag LLP		
Address Line 4:	Boston, MASSACHUSETTS 02210-2600		
ATTORNEY DOCKET NUMBER:	39685.00038		
NAME OF SUBMITTER:	Joshua S. Jarvis		
SIGNATURE:	/joshuasjarvis/		
DATE SIGNED:	07/21/2023		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 13, 2023, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”) in favor of WindSail Capital Fund, L.P., a Delaware limited partnership (the “Agent”), as administrative agent and collateral agent for the Purchasers (as defined in the Note Purchase Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Note Purchase Agreement”), by and among UBees Inc. (the “Borrower”), the Purchasers party thereto from time to time, and the Agent, the Purchasers have agreed to purchase secured convertible promissory notes pursuant to the terms and conditions thereof (the “Notes”); and

WHEREAS, pursuant to that certain Guaranty and Security Agreement dated as of the date hereof, by and between the Borrower and the Grantors party thereto (the “Security Agreement”), in order to induce the Purchasers to enter into the Note Purchase Agreement and the other Note Documents (as defined in the Note Purchase Agreement) and to induce the Purchasers to purchase the Notes as provided for in the Note Purchase Agreement and the other Note Documents, each Grantor has granted to the Agent, for the benefit of the Purchasers, a continuing security interest in and to substantially all the assets of each Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired copyrights, trademarks and patents, together with the goodwill of the business symbolized by the Grantor’s copyrights, trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Note Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Purchasers, to enter into the Note Purchase Agreement and the Note Documents, the Borrower hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations on the terms set forth in the Note Documents, hereby grants to the Agent, for the benefit of the Purchasers, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of each Grantor (the “Intellectual Property Collateral”):

(a) Copyrights.

(i) all of its copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations, and copyright applications, including, without limitation, those referred to on Schedule 1A hereto (collectively, “Copyrights”);

(ii) all renewals, reversions and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(b) Patents.

(i) all of its registered patents and applications for registration thereof, including, without limitation, those referred to on Schedule 1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(c) Trademarks.

(i) all of its trademarks (including service marks), trade names, trade dress, and logos, slogans and other indicia of origin and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing and registrations and applications for registration thereof, including, without limitation, those referred to on Schedule 1C hereto (collectively, “Trademarks”);

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Note Documents. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Purchasers, pursuant to the Security Agreement and the Note Documents and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement and the Note Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor’s Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Representation and Warranties. Each Grantor hereby represents and warrants that the trademarks, patents and copyrights listed opposite such Grantor's name on the schedules attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor.

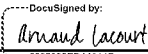
Section 6. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

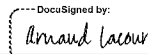
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

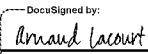
UBEES INC.

By: 
Name: Arnaud Lacourt
Title: President

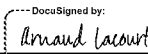
UBEES CALIFORNIA, LLC

By: 
Name: Arnaud Lacourt
Title: President

UBEES SOUTH DAKOTA, LLC

By: 
Name: Arnaud Lacourt
Title: President

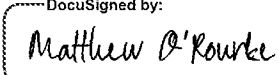
UBEES FLORIDA LLC

By: 
Name: Arnaud Lacourt
Title: President

Accepted and agreed to by:

AGENT

WINDSAIL CAPITAL FUND, L.P., as
Agent

DocuSigned by:

By: _____
Name: Matthew O'Rourke
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 008140 FRAME: 0906

**SCHEDULE 1A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHTS**

NONE.

**SCHEDULE 1B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENTS**

NONE.

**SCHEDULE 1C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS**

Trademark	Owner	Registration or serial number
UBEES	Ubees Inc.	6977064
MY POLLINATION	Ubees Inc.	6946016