

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM827250

<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>
keenwawa, Inc.		07/26/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VSV Brightloom Holdings, L.P.		
<b>Street Address:</b>	320 N. Sangamon Street, Suite 1200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60607		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5190658		
<b>Registration Number:</b>	6317353	BRIGHTLOOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>Email:</b>	hmiller@vedderprice.com		
<b>Correspondent Name:</b>	Holly Miller		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		
<b>Address Line 2:</b>	Vedder Price P.C.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	43937.00.0019-M. Malek		
<b>NAME OF SUBMITTER:</b>	Holly Miller		
<b>SIGNATURE:</b>	/Holly Miller/		
<b>DATE SIGNED:</b>	07/26/2023		
<b>Total Attachments: 14</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“*Agreement*”) is entered into as of July 26, 2023 by and between the undersigned secured holder (“*Secured Holder*”) and keenwawa, inc. dba Brightloom (“*Company*”).

### RECITALS

A. Secured Holder has agreed to make a loan to Company (the “*Loan*”) in the amount and manner set forth in that certain Convertible Promissory Note by and between Secured Holder and Company dated on or about the date hereof (as may be amended, restated, supplemented or otherwise modified, including any replacement thereof or future notes issued in addition thereto, from time to time, collectively, the “*Secured Notes*”; capitalized terms used herein are used as defined in the Secured Notes unless otherwise specified). Secured Holder is willing to make the Loan to Company, but only upon the condition, among others, that Company shall grant to Secured Holder a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Company under the Secured Notes.

B. Pursuant to the terms of the Secured Notes, Company has granted to Secured Holder a security interest in all of Company’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 Secured Notes, Company hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Secured Notes, Company grants and pledges to Secured Holder a security interest in all of Company’s right, title and interest in, to and under its intellectual property (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 of authorship and derivative work thereof, 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 trade secret rights, including, without limitation, any rights to unpaid inventions, know-how, operating manuals, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all source code and any and all design rights that may be available to Company now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisionals, continuations, re-examinations, 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, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Company connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “*Trademarks*”);

(f) 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;

(g) 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;

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

(i) All proceeds and products of the foregoing, including without limitation all income and payments now and hereafter due or payable under and with respect thereto and all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the “Intellectual Property Collateral” shall not include (x) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law); provided, however, that upon termination of such prohibition, such interest shall immediately become Collateral (and Intellectual Property Collateral, if applicable) without any action by Company or Secured Holder or (y) any intent-to-use trademarks or applications therefor, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

## 2. Recordation.

(a) Company 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 Secured Holder.

## 3. After-Acquired IP.

(a) Company agrees that, should it obtain an ownership or other interest in any Intellectual Property Collateral after the date hereof (“*After-Acquired IP*”) (i) the provisions of this Agreement shall automatically apply thereto, and (ii) any such After-Acquired IP shall

automatically become part of the Intellectual Property Collateral subject to the terms and conditions of this Agreement with respect thereto.

(b) Once every fiscal quarter of the Company, with respect to applied for or registered Patents, Trademarks, and Copyrights, Company shall sign and deliver to the Secured Holder updated Exhibits A-C with respect to all applicable Intellectual Property Collateral owned by it as of the last day of such period, to the extent that such Intellectual Property Collateral is not covered by any previous Intellectual Property Security Agreement. In each case, it will promptly cooperate as reasonably necessary to enable the Secured Holder to make any necessary or reasonably desirable recordings with the U.S. Copyright Office, the U.S. Patent and Trademark Office, any other government officials as appropriate.

(c) Notwithstanding anything in this Agreement to the contrary, Company hereby authorizes Secured Holder to unilaterally amend the exhibits to this Agreement to include any After-Acquired IP solely for the limited purpose of filing a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Further Assurances. Company agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Secured Holder may from time to time reasonably request in writing to better assure, preserve, protect and perfect in the United States or abroad (as applicable) the security interest in the Intellectual Property Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

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

6. 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.

7. 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.

8. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without

giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

9. Amendments. Subject to Section 2 above, no amendment, modification or waiver of any provision of this Agreement nor consent to departure by the Company therefrom shall be effective, irrespective of any course of dealing, unless the same shall be in writing and signed by the Company and Secured Holder.

[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.

COMPANY:

KEENWAWA, INC. DBA BRIGHTLOOM

*Kellie Zimmerman*

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By: Kellie Zimmerman

Title: Chief Executive Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 008145 FRAME: 0625**

SECURED HOLDER:

VSV BRIGHTLOOM HOLDINGS L.P.

By: VSV Brightloom GP Holdings, LLC  
Its: General Partner

By: *Jonathan Shulkin*  
Name: Jonathan K. Shulkin  
Title: Authorized Signatory



EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
No registered copyrights		

EXHIBIT B




Patents





<u>Title</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Computer Systems and Methods for Processing and Managing Product Orders	USA	10482525	11/19/2019
Computer Systems and Methods for Processing and Managing Product Orders	Australia	2016311505	09/10/2020
Computer Systems and Methods for Processing and Managing Product Orders	EPC	16840267.5	9/22/2016
Computer Systems and Methods for Processing and Managing Product Orders	Japan	6824561	02/03/2021
Systems and methods for automatically identifying document information	USA	10127444	11/13/2018
Automatic Food Preparation Apparatus	USA	10327583	06/25/2019
Real-Time Processing and Managing of Product Orders	USA	11176770	11/16/2021
Real-Time Processing and Managing of Product Orders	EPC	19774808.0	3/28/2019
Automatic Food Preparation Apparatus	USA	11096519	08/24/2021
Computer Systems and Methods for Processing and Managing Product Orders	USA	11049174	06/29/2021
Real-Time Processing and Managing of Product Orders	USA	17/410495	8/24/2021







EXHIBIT C


Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Goods/Services</u>
BRIGHTLOOM	U.K.	UK00918094798	<p>Class 09: Software; computer software; retail software; data processing software; data processing programs; application software; Technology, namely, hardware and software to be used in physical and digital retail environments; software that collects and reports data utilizing image recognition technology; feature of software incorporated into shelving system hardware that collects and reports data utilizing image recognition technology.</p> <p>Class 35: Commercial consultancy in the field of retail technology; providing marketing and demographic data to retailers.</p> <p>Class 42: Software as a Services (SaaS); Software as a Services (SaaS), namely, providing software used to collect and report data utilizing image recognition technology; software design; software installation; maintenance of software; Providing temporary use of online, non-downloadable software for enabling the electronic transfer of goods, services, or money between users; providing temporary use of online, non-downloadable software for enabling processing of retail goods and/or transactions</p>
BRIGHTLOOM	Mexico	2155325	<p>Class 35: Consultancy services; Commercial consultancy in the field of retail technology; providing marketing and demographic data to retailers</p>
BRIGHTLOOM	Mexico	2153451	<p>Class 42: Software as a service (SAAS); software as a service (SAAS), to know, to provide software used to collect and report data using image recognition technology; software design; software installation; software maintenance; provide temporary use of software online, non-downloadable to allow the electronic transfer of goods, services, or money between users; provide temporary use of online software, non-downloadable to allow the processing of goods and / or retail transactions</p>
Bowl Design	USA	5190658	<p>Class 09: Downloadable software for searching, ordering and paying for food items at restaurants</p>

			
<p>BRIGHTLOOM</p>	<p>USA</p>	<p>6317353</p>	<p>Class 35: Business management consultancy services in the field of retail stores, restaurants, and direct-to-consumer brands; Commercial consultancy in the field of sales of technology products for retail stores and restaurants; providing Analyzing and compiling marketing and demographic data to for business purposes for retailers and restaurants; Online retail store services featuring computer software products for the restaurant industry</p> <p>Class 42: Software as a Services (SaaS), namely, providing software for on-line ordering and delivery of food from restaurants, and online ordering of consumer products from retail stores; Software as a Services (SaaS), namely, providing software used to collect and report data utilizing image recognition technology; software design; software installation; maintenance of software; Providing temporary use of online, non-downloadable software for enabling the electronic transfer of goods, services, or money between users; providing temporary use of online, non-downloadable software for enabling processing of retail goods and/or transactions; Technology consultation in the field of implementation of computer systems for retail sales and transactions</p>
<p>EATSA (Stylized)</p> 	<p>Canada</p>	<p>TMA1034872</p>	<p>Class 09: Downloadable software for searching, ordering and paying for food items at restaurants</p> <p>Class 30: Processed quinoa, namely cooked quinoa; quinoa-based food bars; quinoa-based snack foods; quinoa-based prepared meals</p> <p>Class 43: Cafe and restaurant services; restaurant services featuring vegetarian, vegan, quinoa and health food cuisine</p>
<p>Bowl Design</p> 	<p>China</p>	<p>21611135</p>	<p>Class 09: Downloadable software for searching, ordering and paying for food items at restaurants</p>

<p>Bowl Design</p> 	China	21611634	Class 30: Processed quinoa; quinoa-based food bars; quinoa-based snack foods; quinoa-based prepared meals
<p>Bowl Design</p> 	China	21611633	Class 43: Cafe and restaurant services; restaurant services featuring vegetarian, vegan, quinoa and health food cuisine
<p>EATSA (Stylized)</p> 	China	21187241	Class 09: Downloadable software for searching, ordering and paying for food items at restaurants
<p>EATSA (Stylized)</p> 	China	21187239	Class 30: Processed quinoa; cereal product; chips [cereal products]
BRIGHTLOOM	EU	018094798	<p>Class 09: Software; computer software; retail software; data processing software; data processing programs; application software; Technology, namely, hardware and software to be used in physical and digital retail environments; software that collects and reports data utilizing image recognition technology; feature of software incorporated into shelving system hardware that collects and reports data utilizing image recognition technology.</p> <p>Class 35: Commercial consultancy in the field of retail technology; providing marketing and demographic data to retailers.</p> <p>Class 42: Software as a Services (SaaS); Software as a Services (SaaS), namely, providing software used to collect and report data utilizing image recognition technology; software design; software installation; maintenance of software; Providing temporary use of online, non-downloadable software for enabling the electronic transfer of goods, services, or money between users; providing temporary use of online, non-downloadable software for enabling processing of retail goods and/or transactions.</p>

EATSA (Stylized and Bowl Design) 	EU	15655756	Class 09: Downloadable software for searching, ordering and paying for food items at restaurants  Class 30: Processed quinoa; quinoa-based food bars; quinoa-based snack foods; quinoa-based prepared meals  Class 43: Cafe and restaurant services; restaurant services featuring vegetarian, vegan, quinoa and health food cuisine
EATSA (Stylized) 	EU	15655756	Class 09: Downloadable software for searching, ordering and paying for food items at restaurants.  Class 30: Processed quinoa; quinoa-based food bars; quinoa-based snack foods; quinoa-based prepared meals  Class 43: Cafe and restaurant services; restaurant services featuring vegetarian, vegan, quinoa and health food cuisine
Bowl Design 	Mexico	1713713	Class 09: Downloadable software for searching, ordering and paying for food items at restaurants
Bowl Design 	Mexico	1717453	Class 30: Processed quinoa; quinoa-based food bars; quinoa-based snack foods; quinoa-based prepared meals
Bowl Design 	Mexico	1713714	Class 43: Cafe and restaurant services; restaurant services featuring vegetarian, vegan, quinoa and health food cuisine
EATSA (Stylized) 	Mexico	1706875	Class 09: Downloadable software for searching, ordering and paying for food items at restaurants
EATSA (Stylized)	Mexico	1705531	Class 30: Processed quinoa; quinoa-based food bars; quinoa-based snack foods; quinoa-based prepared meals

<b><i>eatsa</i></b>			
EATSA (Stylized) <b><i>eatsa</i></b>	Mexico	1706876	Class 43: Cafe and restaurant services; restaurant services featuring vegetarian, vegan, quinoa and health food cuisine
EATSA (Stylized and Bowl Design) 	U.K.	UK00916555625	Class 09: Downloadable software for searching, ordering and paying for food items at restaurants  Class 30: Processed quinoa; quinoa-based food bars; quinoa-based snack foods; quinoa-based prepared meals  Class 43: Cafe and restaurant services; restaurant services featuring vegetarian, vegan, quinoa and health food cuisine
EATSA (Stylized) <b><i>eatsa</i></b>	U.K.	UK00915655756	Class 09: Downloadable software for searching, ordering and paying for food items at restaurants.  Class 30: Processed quinoa; quinoa-based food bars; quinoa-based snack foods; quinoa-based prepared meals.  Class 43: Cafe and restaurant services; restaurant services featuring vegetarian, vegan, quinoa and health food cuisine.


**Certificate Of Completion**

Envelope Id: 52A2EC6E5CBC4DC8A88F17112721E181	Status: Completed
Subject: Complete with DocuSign: Brightloom 2023 Note - IP Security Agreement (Valor execution version).pdf	
Source Envelope:	
Document Pages: 14	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Brightloom Legal
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	100 Pine Street
	Suite 1250
	San Francisco, CA 94111
	agreements@brightloom.com
	IP Address: 70.165.61.235

**Record Tracking**

Status: Original	Holder: Brightloom Legal	Location: DocuSign
7/25/2023 9:20:15 AM	agreements@brightloom.com	

**Signer Events**

Signer Events	Signature	Timestamp
Kellie Zimmerman kelliez@brightloom.com CEO Security Level: Email, Account Authentication (None)		Sent: 7/25/2023 9:24:23 AM Viewed: 7/25/2023 9:27:14 AM Signed: 7/25/2023 9:27:20 AM
	Signature Adoption: Pre-selected Style Using IP Address: 98.247.34.126	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/25/2023 9:24:23 AM
Certified Delivered	Security Checked	7/25/2023 9:27:14 AM
Signing Complete	Security Checked	7/25/2023 9:27:20 AM
Completed	Security Checked	7/25/2023 9:27:20 AM
Payment Events	Status	Timestamps