

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE PATCH BRAND, LLC		07/28/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PROSPEQ FUND LP		
Street Address:	15007 S. 27th Place		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85048		
Entity Type:	Limited Partnership: ARIZONA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	7061843	PEEL STICK ENJOY	
Registration Number:	6655532	THE PATCH BRAND	
Registration Number:	6655531	THE PATCH BRAND	
Serial Number:	97328536	HEALTH THAT STICKS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	07/28/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of 7/28/2023 | 3:56 AM PDT, 2023 by and between R30 Ventures, Inc., a Delaware corporation (“Parent”), The Patch Brand, LLC, a California limited liability company (“Patch Brand”), and Prospeq Fund LP, a Delaware limited partnership (“Lender”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrowers under that certain Loan and Security Agreement by and between Lender and Borrowers dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, each Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Lender, each Borrower grants to Lender a security interest in all of such Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Each Borrower hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the schedules to this Agreement to include any intellectual property which any Borrower obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended schedules reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. In the event that any signature is executed and delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file or electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” or electronic signature page were an original hereof.

[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.

Address of Borrowers:

The Patch Brand, LLC
413 N. Stanley Ave.
Los Angeles, CA 90036

BORROWERS:

R30 VENTURES, INC.

DocuSigned by:
Gil Bronski
By: _____
G11 BR0ZK1
Name: _____
Title: CEO

THE PATCH BRAND, LLC

DocuSigned by:
Gil Bronski
By: _____
G11 BR0ZK1
Name: _____
Title: CEO

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.

LENDER:

Address of Lender:

15007 S. 27th Place
Phoenix, AZ 85048
Attn: Ryan Edwards

PROSPEQ FUND LP

By: PROSPEQ GP LLC
its General Partner

Signed by:
By: Ryan Edwards

Name: Ryan Edwards

Title: General Partner

