

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hydroblend, Inc.		08/02/2023	Corporation: IDAHO
LightFry USA, LLC		08/02/2023	Limited Liability Company: IDAHO
Guthrie Exports IC-DISC, Inc.		08/02/2023	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Hillcrest Bank, A division of NBH bank		
Street Address:	7800 East Orchard Road, Suite 300		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	National Banking Association: COLORADO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4707518	SIMPLY BETTER BLENDS	
Registration Number:	4460779	SIMPLY BETTER BY HB	
Registration Number:	3336807	NAMA PANKO	
Registration Number:	3336809	NAMA PANKO	
Registration Number:	3336808	NAMA PANKO	
Registration Number:	4493283	HB SPECIALTY F O O D S	
Registration Number:	4460778	HB SPECIALTY FOODS UNIQUE SOLUTIONS BETT	
CORRESPONDENCE DATA			
Fax Number:	8015366111		
<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:	18015321234		
Email:	trademarks@parsonsbehle.com		
Correspondent Name:	Emily D. Holt		
Address Line 1:	201 South Main Street, Suite 1800		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	28437.043		

OP \$190.00 4707518

NAME OF SUBMITTER:	Emily D. Holt
SIGNATURE:	/Emily D. Holt/
DATE SIGNED:	08/03/2023
Total Attachments: 5 source=Intellectual Property Security Agreement - Hydroblend Executed#page1.tif source=Intellectual Property Security Agreement - Hydroblend Executed#page2.tif source=Intellectual Property Security Agreement - Hydroblend Executed#page3.tif source=Intellectual Property Security Agreement - Hydroblend Executed#page4.tif source=Intellectual Property Security Agreement - Hydroblend Executed#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of August 2, 2023 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this “**IP Security Agreement**”), is made by Hydroblend, Inc., an Idaho corporation (“**Borrower**”); LightFry USA, LLC, an Idaho limited liability company; and Guthrie Exports IC-DISC, Inc., a Nevada corporation, each of the preceding located at 1801 North Elder Street, Nampa, Idaho 83687 (collectively with Borrower, each, individually and collectively, jointly and severally, as the context may require, the “**Grantor**”), and HILLCREST BANK, a division of NBH Bank, a Colorado state bank (the “**Secured Party**”).

A. Grantor has executed and delivered to Secured Party that certain (i) Term Promissory Note executed by Borrower in the principal amount of \$11,374,999.90 and (b) Revolving Promissory Note executed by Borrower in the principal amount of \$6,000,000, both dated of even date herewith, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions thereof (the “**Notes**”) and the Amended and Restated Term Loan and Revolving Line of Credit Agreement dated as of the date hereof among Borrower and Secured Party (the “**Loan Agreement**”).

B. To secure the obligations of Borrower to Secured Party under the Loan Agreement and Notes, Grantor and Secured Party have entered into that certain Security Agreement dated as of the date hereof (the “**Security Agreement**”). Capitalized terms used herein but not defined shall have the meanings set forth in the Security Agreement or if not defined therein, in the Loan Agreement.

C. Under the terms of the Security Agreement, Grantor has granted to Secured Party a security interest in the Collateral, including the Intellectual Property of Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Security.** Grantor hereby pledges and grants to Secured Party a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the “**IP Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement.

3. **Loan Documents.** This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Grantor with respect to the IP Collateral are as provided by the Notes, the Loan Agreement, the Security Agreement, and other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies. All rights under this IP Security Agreement shall be exercised, if at all, in accordance with the Security Agreement.

4. **Execution in Counterparts.** This IP Security 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 IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. **Successors and Assigns.** This IP Security 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 IP Security 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 IP Security 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 Idaho, without giving effect to any choice or conflict of law provision or rule (whether of the State of Idaho or any other jurisdiction).

[Signature Page Follows]

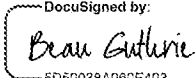
IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

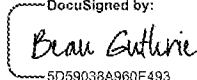
Hydroblend, Inc.,
an Idaho corporation

By: 
Name: Beau C. Guthrie
Title: Chief Executive Officer and Authorized Person

LightFry USA, LLC,
an Idaho limited liability company

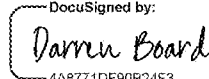
By: 
Name: Beau C. Guthrie
Title: Manager and Authorized Person

Guthrie Exports IC-DISC, Inc.,
a Nevada corporation

By: 
Name: Beau C. Guthrie
Title: Chief Executive Officer and Authorized Person

SECURED PARTY:

HILLCREST BANK,
a division of NBH Bank

By: 
Name: Darren Board
Title: Senior Vice President

**SCHEDULE 1
TRADEMARKS**

Word Mark	Serial Number	Registration Number	Initial Registration Date	Six Year Declaration Filing Date	First Ten-Year Declaration Filing Date	Second Ten Year Declaration Filing Date
Simply Better Blends	86345290	4707518	March 24, 2015	Filed and Accepted	March 24, 2024 to March 24, 2025	March 24, 2034 to March 24, 2035
Simply Better by HB	85367744	4460779	January 7, 2014	Filed and Accepted	January 7, 2023 to January 7, 2024	January 7, 2033 to January 7, 2034
Nama Panko	78809222	3336807	November 13, 2007	Filed and Accepted	Filed and Accepted	November 13, 2026 to November 13, 2027
Nama Panko	78809270	3336809	November 13, 2007	Filed and Accepted	Filed and Accepted	November 13, 2026 to November 13, 2027
Nama Panko	78809240	3336808	November 13, 2007	Filed and Accepted	Filed and Accepted	November 13, 2026 to November 13, 2027

[Schedule to IP Security Agreement]

HB Specialty Foods	85534368	4493283	March 11, 2014	Filed and Accepted	March 11, 2023 to March 11, 2024	March 11, 2033 to March 11, 2034
HB Specialty Foods Unique Solutions Better Results	85367713	4460778	January 7, 2014	Filed and Accepted	January 7, 2023 to January 7, 2024	January 7, 2033 to January 7, 2034

[Schedule to IP Security Agreement]

PBL\4863-2074-4273.v5-8/3/23

RECORDED: 08/03/2023

**TRADEMARK
REEL: 008155 FRAME: 0007**