

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAPANA AUSTRALIA PTY LTD		08/02/2023	Proprietary Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	RIVERSIDE ACCELERATION CAPITAL FUND II, L.P.		
Street Address:	630 5th Avenue		
Internal Address:	Suite 400		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10111		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97207167	HAPANA	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 5000		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	William L. Bartow		
SIGNATURE:	/William L. Bartow/		
DATE SIGNED:	08/07/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 2, 2023 by and between **HAPANA AUSTRALIA PTY LTD ACN 609 603 401**, a company organized under the laws of Australia (“**Hapana**”), and **RIVERSIDE ACCELERATION CAPITAL FUND II, L.P.**, a Delaware limited partnership (“**Lender**”).

RECITALS

Pursuant to that certain Loan and Security Agreement, by and between Hapana USA Corp, a Delaware corporation (“**Borrower**”), Hapana and certain other guarantors party there to and Lender, dated of even date herewith (as amended, restated, modified or otherwise supplemented from time to time, the “**Loan Agreement**”), Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower. Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Hapana has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Hapana agrees as follows:

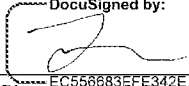
AGREEMENT

To secure its obligations under the Loan Agreement and under any other Transaction Document now existing or hereafter arising between Hapana and Lender, Hapana grants to Lender a security interest in all of Hapana’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. Hapana represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection with which Hapana has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Hapana hereby authorizes Lender to modify, in its sole discretion and without first obtaining Hapana’s approval of or signature to such modification, Schedules A, B, and C hereto, as appropriate, to include reference to any right, title or interest in any copyrights, patents or trademarks acquired by Hapana after the execution hereof or to delete any reference to any right, title or interest in any copyrights, patents or trademarks in which Hapana no longer has or claims to have any right, title or interest. 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 the same instrument.

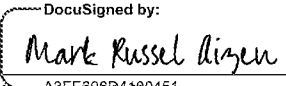
[Signature page follows]

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.

Executed by **HAPANA AUSTRALIA PTY LTD ACN 609 603 401** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

DocuSigned by:

EC568683EFE342E...
Signature of director

Jarron Gilad Aizen
Full name of director

DocuSigned by:

A3FE896D4180451...
Signature of director

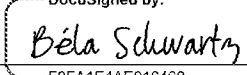
Mark Russel Aizen
Full name of director

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.

**RIVERSIDE ACCELERATION
CAPITAL FUND II, L.P.**

By: RAC II Associates, L.P., its general
partner

By: RAC II GP, LLC, its general partner

DocuSigned by:

By: _____
Name: Bela R. Schwartz
Title: Vice President and Secretary

SCHEDULE A

Copyrights

None.

SCHEDULE B

Patents

None.

SCHEDULE C

Trademarks

HAPANA

Serial Number 97207167

Application Filing Date Jan. 07, 2022

Register Principal Mark Type Service Mark

Trademark Publication Date Dec. 13, 2022