

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM844012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NUTRIFRESH HOLDINGS LLC		10/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Valley National Bank		
Street Address:	350 Madison Avenue		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97640246	COLDTRACK	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	erin.roberson@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Matthew T. Callahan		
SIGNATURE:	/Matthew T. Callahan/		
DATE SIGNED:	10/06/2023		
Total Attachments: 7			
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PATENTS, TRADEMARKS, COPYRIGHTS
& LICENSES SECURITY AGREEMENT

This Patents, Trademarks, Copyrights & Licenses Security Agreement (this “**Agreement**”) is effective as of this 5th day of October, 2023, by **NUTRIFRESH HOLDINGS LLC**, a limited liability company organized under the laws of the State of Delaware, with its principal place of business at 145 Talmadge Rd, Suite 4, Edison, NJ 08817 (the “**Debtor**”) and **VALLEY NATIONAL BANK** (successor by merger to **BANK LEUMI USA**), having an office at 579 Fifth Avenue, New York, NY 10017 (the “**Bank**”).

W I T N E S S E T H

WHEREAS, in consideration of credit and/or other financial accommodations, which have been or which may from time to time be extended to Debtor by Bank, as evidenced by such promissory notes, loan applications and agreements, security agreements, loan and/or credit agreements, security agreements, mortgages, guarantees of payment and such other documents as may from time to time be delivered for the benefit of Bank (as amended, restated or otherwise modified, collectively, the “**Loan Documents**”), Debtor has agreed to grant and transfer to Bank a security interest in all of Debtor’s new provisional and non-provisional applications, issued patents, patent rights, continuation in part divisional and substitute applications resulting from a reissued or reexamination proceeding and any foreign equivalents, and improvements (collectively, “**Patents**”); trademarks, service marks, tradenames, unregistered trademarks, service trademark registration or application, service tradenames, trade dress, logos, designs, fictitious business names, any business identifiers and any other indication of origin (collectively, “**Trademarks**”), copyrights, copyright applications (collectively, “**Copyrights**”), licenses (“**Licenses**”) and any and all renewals, continuations in part, extensions or other modifications thereof and goodwill associated thereto (“**Goodwill**”) as listed on Exhibit 1 Schedule of Patents, Trademarks, Licenses and Copyrights (all such Patents, Trademarks, Copyrights, Licenses or Goodwill hereinafter referred to as, the “**Assets**”);

NOW, THEREFORE, Bank may register this Agreement with the U.S. Patent and Trademark Office (“**USPTO**”) as collateral security for all indebtedness, obligations and liabilities, direct or indirect, absolute or contingent, joint, several, or independent, secured or unsecured, liquidated or unliquidated, contractual or tortious, of Debtor, due or to become due, now existing or hereafter arising or incurred for the indebtedness of Debtor to Bank, and now or hereafter payable to or held by Bank for its own account or as agent for another or others, whether created directly or acquired by assignment, participation or otherwise, and whether incurred as primary debtor, comaker, surety, endorser, guarantor or otherwise, Debtor hereby irrevocably grants and transfers to Bank a security interest in and to the Assets;

TO HAVE AND TO HOLD the same unto Bank as and for collateral security and to the successors, legal representatives and assigns of Bank in accordance with the terms and provisions hereof.

1. Debtor represents, warrants and covenants to Bank as follows: (a) the Assets are owned and held by Debtor; (b) Debtor has not made and will make no sale, assignment, pledge, grant of any option, transfer or other encumbrance of the Assets, other than in the ordinary course with notice to and consent of Bank; (c) Debtor has complied in all material respects with and will continue for the duration of this Agreement to comply in all material respects with, the requirements set forth in 15 U.S.C. §§ 1051-1127, 17 U.S.C. § 101, et seq., 35 U.S.C. § 101 et seq., and any other applicable statutes, rules and regulations in connection with its use of the Assets; (d) there are no actions, suits or proceedings

pending, or to the knowledge of Debtor threatened in writing, against or affecting the Assets, or involving the validity or enforceability of the Assets; (e) Debtor shall give prompt written notice to Bank of any claim(s) or actions related to the Assets together with a complete copy of each such claim, and shall defend any such claim or action related to the Assets and protect such Assets from infringement, unfair competition or dilution or damage by all appropriate actions at Debtor's sole cost and expense.

2. The occurrence of any of the following events ("Events of Default") shall constitute a default hereunder: (a) a material misrepresentation or breach by Debtor of any statement, covenant, condition, agreement, or warranty contained herein; or (b) an "Event of Default", under the Loan Documents. Upon the occurrence of an Event of Default, Bank shall be entitled to enforce any and all of its rights hereunder and/or under the Loan Documents. Upon any Event of Default (as set forth in this Agreement) and in addition to all other rights and remedies given to it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code then in effect in the State of New York and, without limiting the generality of the foregoing, Bank shall have the right but not be bound to immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which Debtor hereby expressly waives to the fullest extent it may under applicable law, sell at public or private sale or otherwise realize upon, at Debtor's place of business or elsewhere, all or from time to time any of the Assets, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Assets all expenses (including all reasonable attorney or broker's fees), shall apply the proceeds to payment of the indebtedness of Debtor to Bank in such order as Bank may determine. Any remainder of the proceeds after payment in full of such indebtedness shall be paid over to Debtor. In the event Bank decides to sell the Assets, notice of any sale or other disposition of the Assets shall be given to Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of the Assets is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, if Bank decides to sell or dispose of the Assets, Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Assets sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released.

3. Any and all reasonable, documented, and out-of-pocket fees, costs, and expenses, of whatever kind or nature, including the reasonable attorney fees (both outside counsel and allocated costs of in-house counsel) and legal expenses incurred by Bank in connection with the registration of this Agreement with the USPTO (including all taxes in connection therewith), the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, shall be borne and paid by Debtor within ten (10) days after demand by Bank and until so paid shall be added to the principal amount of the indebtedness of Debtor to Bank and, if not paid within such ten (10) day period, shall bear interest at the rate prescribed in the Loan Documents.

4. Debtor hereby irrevocably authorizes and empowers Bank, upon the occurrence and during the continuance of an Event of Default, to make, constitute, and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for Bank to use the Assets, or to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

5. Debtor hereby grants to Bank and its employees and agents the right to visit

Debtor's facilities which create any Assets and to inspect the books and records relating thereto at reasonable times during regular business hours upon reasonable notice.

6. This Agreement shall not operate to impose any liability or responsibility whatsoever upon Bank or its successors, legal representatives or assigns for any of the debts, liabilities or obligations, present and/or future, of Debtor or for the performance of any of Debtor's obligations in connection with the Assets for which Debtor shall remain liable with the same effect as though this Agreement had not been signed. Debtor hereby agrees to indemnify, hold harmless and defend Bank from and against any such loss, claim or expense incurred by any such imposition of liability or responsibility (actual or attempted) including but not limited to, a claim that the Assets infringe on the rights of others, such indemnity to include, in each such case, reasonable counsel fees and disbursements; provided, however, that Debtor shall not be required to indemnify and hold harmless Bank to the extent any such loss, claim or expense incurred by Bank arises out of the gross negligence or willful misconduct of Bank.

7. Bank shall have no duty of care with respect to the Assets, except that Bank shall exercise reasonable care with respect to Assets in Bank's custody, but shall be deemed to have exercised reasonable care if such Assets are accorded treatment substantially equal to that which Bank accords its own property, or if Bank takes such action with respect to the Assets as Debtor shall request in writing, but no failure to comply with any such request nor any omission to do any such act requested by Debtor shall be deemed a failure to exercise reasonable care, nor shall Bank's failure to take steps to preserve rights against any parties or property be deemed a failure to have exercised reasonable care with respect to the Assets in Bank's custody.

8. Neither any failure nor any delay on the part of Bank in exercising any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof. No modification or waiver of any provision of this Agreement, nor consent to any departure by Bank from any of the terms or conditions thereof, shall in any event effect any rights of Bank under the Loan Documents unless it shall be in writing and executed in accordance with the provisions of the Loan Documents, and then such modification, waiver or consent shall be effective only in the specific instance and for the purpose for which given.

9. After the occurrence and during the continuance of an Event of Default, Debtor hereby authorizes the U.S. Patent and Trademark Office to issue or transfer all said Assets to Bank or otherwise as Bank may direct in accordance with this Security Agreement.

10. This Agreement and rights of Bank hereunder shall terminate when all indebtedness shall have been fully and finally paid and satisfied and there is no further commitment to lend. Upon such termination, Bank shall, file a security agreement release with the USPTO or authorize Debtor to file a security agreement release with the USPTO.

11. Debtor hereby authorizes Bank to modify this Agreement by amending Schedule A to include any future Assets and shall cooperate in all requests of Bank

12. This Agreement is made and delivered in the State of New York and shall be construed in accordance with and governed by the laws of said State. The word "Debtor" or "Bank" shall be construed as if it read "Debtors" or "Banks" whenever the sense of this instrument so requires. This Agreement cannot be changed or terminated orally, cannot be orally waived and shall be binding on Debtor and its successors and assigns.

13. THE PARTIES HERETO HEREBY WAIVE, TO THE FULLEST

EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF EITHER PARTY OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

14. Without limiting the right of Bank to bring any action or proceeding against Debtor or against property of Debtor arising out of or relating to any obligation or this Agreement (an "**Action**") in the courts of other jurisdictions, Debtor hereby irrevocably submits to the jurisdiction of any New York State or Federal Court sitting in New York City, and Debtor hereby irrevocably agrees that any Action may be heard and determined in such New York State court or in such Federal court. Debtor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any action in any jurisdiction. Debtor hereby irrevocably agrees that the summons and complaint or any other process in any Action in any jurisdiction may be served by mailing to any of the addresses set forth in the first paragraph of this Agreement or by hand delivery to a person of suitable age and discretion at any of the addresses set forth in the first paragraph of this Agreement. Such service will be complete on the date such process is so mailed or delivered, and Debtor will have thirty days from such completion of service in which to respond in the manner provided by law. Debtor may also be served in any other manner permitted by law, in which event Debtor's time to respond shall be the time provided by law.

[NO FURTHER TEXT; SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor has duly executed this Agreement, as of the 5th day of October, 2023.

NUTRIFRESH HOLDINGS LLC

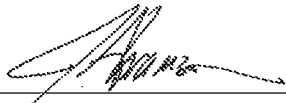
By: 
Name: Joshua Abramson
Title: CFO

Exhibit 1

SCHEDULE OF PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS

Patents

None.

Trademarks

<u>Word Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
COLDTRACK	97640246	October 20, 2022