

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849391

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SOULFUL NUTRITION, INC. d/b/a REMEDY ORGANICS | | 10/24/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Dwight Funding LLC | | |
| Street Address: | 787 Eleventh Avenue | | |
| Internal Address: | 10th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6316000 | REMEDY ORGANICS | |
| Serial Number: | 87306149 | REMEDY ORGANICS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3146215065 | | |
| <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: | 212-209-4400 | | |
| Email: | iptm@atllp.com, jwurst@atllp.com, lleonardo@atllp.com, pguarino@atllp.com, ddiamondwood@atllp.com | | |
| Correspondent Name: | Jeffrey A. Wurst/Armstrong Teasdale | | |
| Address Line 1: | 7 Times Square | | |
| Address Line 2: | 44th Floor | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| NAME OF SUBMITTER: | Jeffrey A. Wurst | | |
| SIGNATURE: | /Jeffrey A. Wurst/ | | |
| DATE SIGNED: | 10/27/2023 | | |
| Total Attachments: 9 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as the same may from time to time be amended, restated, joined, extended, supplemented and/or otherwise modified from time to time, this “IP Security Agreement”) is made and effective as of October 24, 2023 by SOULFUL NUTRITION, INC. d/b/a REMEDY ORGANICS, a corporation organized and existing under and pursuant to the laws of the State of Delaware (the “Grantor”), with a principal address of 65 Woodbine Street, Bergenfield, NJ 07621, in favor of DWIGHT FUNDING LLC, a limited liability company organized and existing under and pursuant to the laws of the State of Delaware (the “Lender”), with a principal address of 787 Eleventh Ave., 10th floor, New York, NY 10019. Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the LSA (defined below).

RECITALS

A. Grantor has requested that the Lender from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of that certain Loan and Security Agreement dated as of even date herewith, between the Grantor and the Lender (as the same may from time to time be amended, restated, supplemented, or otherwise modified from time to time, the “LSA”);

B. Under the terms of the LSA and the Other Documents (collectively, the “Loan Documents”), Grantor has granted to Lender, a security interest in substantially all of Grantor’s assets, and agrees as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Body; and

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the LSA and to agree, subject to the terms and conditions set forth therein, to make the Advances to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of Grantor’s Indebtedness under the Loan Documents, Grantor hereby grants to Lender, a continuing security interest in and to all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired by Grantor (collectively, the “Intellectual Property Collateral”):

- a. Grantor’s U.S and foreign copyrights and, as set forth on Schedule A attached hereto, associated copyright registrations and applications for copyright registration (collectively, the “Copyrights”);
- b. The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);
- c. The U.S., state and foreign trademark and service mark registrations, trademark

and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the “Trademarks”);

- d. The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);
- e. Any and all claims and causes of action of Grantor against third parties for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to receive damages for infringement of the foregoing;
- f. Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;
- g. Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and
- h. Any and all products and proceeds of any of the foregoing.

2. Notwithstanding anything contained in this IP Security Agreement or any of the Loan Documents to the contrary, the term “Intellectual Property Collateral” shall not include any application for trademarks and servicemarks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), unless and until evidence of the use of such trademark or servicemark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d).

3. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Lender in the Intellectual Property Collateral.

4. Power of Attorney. Grantor hereby irrevocably grants to the Lender a power of attorney to act as Grantor’s attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in the Lender’s reasonable discretion, upon Grantor’s failure or inability to do so, to take any action and to execute any instrument that the Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

- a. To modify or amend Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which Grantor no longer has or claims any right, title or interest;

- b. To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the Intellectual Property Collateral without the signature of Grantor unless prohibited by applicable law; *provided, however*, Lender does not have authority under this power of attorney to take any actions which result in an assignment or transfer of title of such Intellectual Property Collateral to Lender *provided, however* that nothing contained in this Section 4(b) shall impair Lender's right to credit bit and be a purchaser in any disposition described in Section 5 below; and
- c. The foregoing power of attorney is coupled with an interest and is irrevocable until the Indebtedness secured hereby has been unconditionally and indefeasibly paid and performed in full (other than contingent indemnification obligations for which claims have not been asserted) and all commitments of Lender to make Advances (other than Advances on an unsecured basis) have been terminated.

5. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the UCC, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender and to dispose of such Intellectual Property Collateral in a commercially reasonable manner in accordance with Part 6 of Article 9 of the Uniform Commercial Code as adopted by the State of Delaware. Lender shall have a nonexclusive, royalty free license to use the Intellectual Property Collateral to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

6. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Indebtedness (other than contingent indemnification obligations for which claims have not been asserted) secured hereby unconditionally and indefeasibly and (b) the termination of all commitments of the Lender to make Advances (except for Advances on an unsecured basis). Upon any such termination, the Lender (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Lender to evidence such termination. Immediately thereafter the deliveries set forth in the immediate preceding sentence, this IP Security Agreement shall terminate.

7. Newly Applied For or Newly Registered Copyrights, Patents, Trademarks and Domain Names. Until such time as this IP Security Agreement is terminated, Grantor shall provide the Lender prompt written notice of each newly applied for or newly registered Copyrights, Patents, Trademarks and Domain Names (if any) owned by Grantor.

8. Miscellaneous.

- a. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Documents. The rights and remedies of the Grantor and the Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall govern.
- b. This IP Security Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This IP Security Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (A) may be relied on by each party as if the document were a manually signed original and (B) will be binding on each party for all purposes.
- c. All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of New York (without regard to New York choice of law or conflicts of law principles).

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

SOULFUL NUTRITION, INC.

Henry Kasindorf

By:

DOX SIGN Y87W058 440Q13235

Name: Henry Kasindorf

Title: Chief Executive Officer

LENDER:

DWIGHT FUNDING LLC

Ben Brachot

By:

DOX SIGN 47783290-4XQ20235

Ben Brachot, Managing Director

SCHEDULE A

COPYRIGHT COLLATERAL

Copyright Registrations and Applications

NONE

SCHEDULE B

PATENT COLLATERAL

NONE

SCHEDULE C

TRADEMARKS AND TRADE NAMES
UNITED STATES TRADEMARKS

| <u>Owner</u> | <u>Country</u> | <u>Trademark</u> | <u>App. No.</u> | <u>App. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Status</u> |
|---|-----------------------|-------------------------|------------------------|-------------------------|------------------------|-------------------------|----------------------|
| Soulful Nutrition, Inc. dba Remedy Organics | US | REMEDY ORGANICS | 87/983,159 | 01/18/2017 | 6,316,000 | 04/06/2021 | Active |
| Soulful Nutrition, Inc. dba Remedy Organics | US | REMEDY ORGANICS | 87/306,149 | 01/18/2017 | | | Inactive |

FOREIGN TRADEMARKS

| <u>Owner</u> | <u>Country</u> | <u>Trademark</u> | <u>App. No.</u> | <u>App. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Status</u> |
|--|----------------|------------------|-----------------|------------------|-----------------|------------------|---------------|
| Soulful Nutrition, Inc. dba Remedy Organics | EU | REMEDY ORGANICS | 018203606 | 03/02/2020 | 018203606 | 09/29/2020 | Active |
| Soulful Nutrition, Inc. dba Remedy Organics | UK | REMEDY ORGANICS | UK00918203606 | 03/01/2020 | UK00918203606 | 09/29/2020 | Active |

SCHEDULE D
DOMAIN NAMES

<https://remedyorganics.com/>