

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM855474

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
D'S NATURALS, LLC		11/22/2023	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MATTERHORN CAPITAL PARTNERS, LP		
<b>Street Address:</b>	100 FRONT STREET		
<b>Internal Address:</b>	SUITE 905		
<b>City:</b>	WEST CONSHOHOCKEN		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19428		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4839835	NO COW	
<b>Serial Number:</b>	87470210	NO COW	
<b>Serial Number:</b>	87648844	NO COW. NO BULL. NO WHEY!	
<b>Serial Number:</b>	87648816	NO COW. NO BULL. NO WHEY!	
<b>Serial Number:</b>	87648771	NO COW.	
<b>Serial Number:</b>	97649616	NO COW MIGHTY TREATS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>			
<b>Phone:</b>	4048853868		
<b>Email:</b>	rusty.close@troutman.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN PEPPER LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 3000		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	263064.000025		
<b>NAME OF SUBMITTER:</b>	Christopher C Close, Jr.		

CH \$165.00 4839835

<b>SIGNATURE:</b>	/Christopher C. Close Jr./
<b>DATE SIGNED:</b>	11/22/2023
<b>Total Attachments: 12</b> source=MCP_No Cow - IP Security Agreement [Executed]#page1.tif source=MCP_No Cow - IP Security Agreement [Executed]#page2.tif source=MCP_No Cow - IP Security Agreement [Executed]#page3.tif source=MCP_No Cow - IP Security Agreement [Executed]#page4.tif source=MCP_No Cow - IP Security Agreement [Executed]#page5.tif source=MCP_No Cow - IP Security Agreement [Executed]#page6.tif source=MCP_No Cow - IP Security Agreement [Executed]#page7.tif source=MCP_No Cow - IP Security Agreement [Executed]#page8.tif source=MCP_No Cow - IP Security Agreement [Executed]#page9.tif source=MCP_No Cow - IP Security Agreement [Executed]#page10.tif source=MCP_No Cow - IP Security Agreement [Executed]#page11.tif source=MCP_No Cow - IP Security Agreement [Executed]#page12.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

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This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*IP Security Agreement*”), dated as of November 22, 2023, is made by D’s Naturals, LLC, an Ohio limited liability company (“*Borrower*”), D’s Investment Holdings, LLC, a Delaware limited liability company (“*Holdings*”, collectively, with Borrower, the “*Grantor*”) in favor MATTERHORN CAPITAL PARTNERS, LP, as the secured party under the Security Agreement referred to below (the “*Secured Party*”).

WHEREAS, the Secured Party, Borrower, as borrower, Holdings, the other Guarantors from time to time party thereto (collectively, and together with Holdings, the “*Guarantors*” and each, a “*Guarantor*”) are party to that certain Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”; capitalized terms used herein shall have the meanings assigned to them in the Loan Agreement or the Security Agreement (as defined below), as applicable, unless otherwise defined herein).

WHEREAS, as a condition precedent to the making of the Loan by the Secured Party under the Loan Agreement, the Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

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

(a) all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (i) each patent and patent application listed in *Schedule 1*, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Patents*”);

(b) all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including the registrations and applications listed in *Schedule 2*, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing

thereunder or pertaining thereto throughout the world (the “*Trademarks*”); and

(c) all United States copyrights (whether or not the underlying works of authorship have been published), including copyrights in software and all rights in and to databases, all designs (including industrial designs, Protected Designs within the meaning of 17 U.S.C. 1301 et seq. and Community designs), and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, as well as all moral rights, reversionary interests, and termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, including the registrations and applications listed in *Schedule 3*, (ii) all extensions and renewals thereof, (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (iv) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “*Copyrights*”).

Notwithstanding the above, “IP Collateral” shall not include any Patents, Trademarks or Copyrights if the grant of a security interest therein shall constitute or result in the abandonment, invalidation or rendering unenforceable any right, title or interest therein, including any U.S. intent-to-use trademark application prior to the filing and acceptance of a statement of use or affidavit of use in connection therewith, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

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 the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

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 permitted successors and assigns.

6. Governing Law; Submission to Jurisdiction. THIS IP SECURITY AGREEMENT AND THE SECURITY INTEREST GRANTED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCEPT TO THE EXTENT THAT FEDERAL LAWS OF THE UNITED STATES OF AMERICA APPLY. The Grantor irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the United States District Court for the Eastern District of Pennsylvania, and all appropriate appellate courts or, if jurisdiction in such court is lacking, any Commonwealth of Pennsylvania court of competent jurisdiction sitting in Montgomery County, Pennsylvania (and all appropriate appellate courts), in any action or proceeding arising out of or relating to this IP

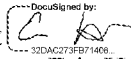
Security Agreement. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this IP Security Agreement shall affect any right that the Secured Party may otherwise have to bring any action or proceeding relating to this IP Security Agreement against the Grantor or its properties in the courts of any jurisdiction. The Grantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this IP Security Agreement in any court referred to in this *Paragraph 6*. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

*[Signature page follows]*

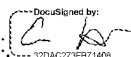
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

D'S NATURALS, LLC  
an Ohio limited liability company

By:  \_\_\_\_\_  
Name: Eric Haddenhorst  
Title: Authorized Officer

D'S INVESTMENT HOLDINGS, LLC  
an Ohio limited liability company

By:  \_\_\_\_\_  
Name: Eric Haddenhorst  
Title: Authorized Officer

Address for Notices:

D'S NATURALS, LLC  
Attn: Eric Haddenhorst  
3457 Ringsby Court, Unit 100A  
Denver, CO 80216

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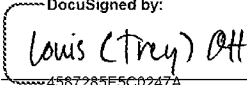
*Signature Page to IP Security Agreement*

**TRADEMARK**  
**REEL: 008267 FRAME: 0159**

**AGREED TO AND ACCEPTED:**

SECURED PARTY:

**MATTERHORN CAPITAL PARTNERS, LP**

DocuSigned by:  
By:   
Name: Louis (Trey) Ott  
Title: Authorized Signatory

Address for Notices:

Matterhorn Capital Partners, LP  
100 Front Street, Suite 905  
West Conshohocken, PA  
Attention: Ryan McLaughlin

with a copy to:

Troutman Pepper  
301 South College Ave., Suite 3400  
Charlotte, North Carolina 28202  
Attention: Todd Ransom  
Email: [todd.ransom@troutman.com](mailto:todd.ransom@troutman.com)

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*Signature Page to IP Security Agreement*

**TRADEMARK**  
**REEL: 008267 FRAME: 0160**

**Schedule 1**  
**PATENTS AND PATENT APPLICATIONS**

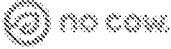
None.



Schedule 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark/Name	App. No./Reg. No.	Full Goods/Services	Status/Key Dates
<u>NO COW</u>	RN: 4839835 SN: 86441141	(Int'l Class: 29) fruit-based meal replacement bars; nut-based snack bars; vegetable- based raw food bars; vegetable- based snack foods	U.S. Federal <b>Registered</b> , October 27, 2015 Int'l Class: 29 First Use: July 1, 2014 Filed: October 31, 2014 Registered: October 27, 2015
<u>NO COW</u>	SN: 87470210	(Int'l Class: 29) nut-butters (Int'l Class: 30) cookies, brownies, cereal bars, high-protein cereal bars; ready to eat, cereal derived food bars	U.S. Federal Pending - Notice of Unresponsive Amendment Mailed, May 7, 2020 Filed: May 31, 2017
<u>NO COW. NO BULL. NO WHEY!</u>	SN: 87648844	(Int'l Class: 05) (based on use in commerce) whey- free dietary supplements, namely, protein-based, nutrient-dense snack bars; (based on intent to use) powdered whey-free nutritional supplement drink mix containing protein (Int'l Class: 29) (based on use in commerce) fruit- based whey-free meal replacement bars; nut-based whey-free snack bars; vegetable-based whey-free raw food bars; vegetable-based whey-free snack foods; whey-free	U.S. Federal Published – <i>Opposition Pending</i> , April 11, 2018 Int'l Class: 05,29 First Use: October 6, 2015 Filed: October 17, 2017

Mark/Name	App. No./Reg. No.	Full Goods/Services	Status/Key Dates
		nut-butters	
<b><u>NO COW. NO BULL. NO WHEY!</u></b>	SN: 87648816	(Int'l Class: 30) whey-free high protein cookies, whey-free high protein brownies, whey free high-protein cereal bars; ready to eat, whey-free, high protein cereal derived food bars	U.S. Federal  Published – Opposition Pending, April 11, 2018 Filed: October 17, 2017
<b><u>NO COW. and Design</u></b>  	SN: 87648771	(Int'l Class: 05) powdered nutritional supplement drink mix containing protein; dietary supplements, namely, protein-based, nutrient-dense snack bars (Int'l Class: 29) fruit-based meal replacement bars; nut-based snack bars; vegetable- based raw food bars; vegetable- based snack foods; nut-butters (Int'l Class: 30) high protein cookies, high protein brownies, high-protein cereal bars; ready to eat, high protein cereal derived food bars	U.S. Federal  Pending - Suspension Letter Mailed, July 6, 2020 Filed: October 17, 2017
<b><u>NO COW</u></b>	AN: 1870610	(Int'l Class: 05) Goods: Powdered nutritional supplement drink mix containing protein; soy protein for use as a nutritional supplement in various powdered and ready-to-drink beverages.	Canada Published - Opposition Pending Last Status Received: Opposition Pending, October 19, 2019 Office Status: Opposed

Mark/Name	App. No./Reg. No.	Full Goods/Services	Status/Key Dates
		(Int'l Class: 29) Goods: Fruit-based meal replacement bars; nut-based snack bars; vegetable-based raw food bars; vegetable-based snack foods. (Int'l Class: 30) Goods: Cookies, brownies, cereal bars, high-protein cereal bars; ready to eat, cereal derived food bars. (Int'l Class: 32) Goods: Protein-enriched sports beverages.	Filed: November 30, 2017
<u>NO COW</u>  NO COW	AN: 314092	(Translation) (Int'l Class: 29) Fruit-based alternative meal bars; tapesHazelnut-based snacks; raw food barsVegetable based; light food basedVegetables; hazelnut butter.	United Arab Emirates <b>Registered</b> Last Status Received: Registered Filed: July 18, 2019
<u>NO COW</u>  NO COW	AN: 314087	(Translation) (Int'l Class: 05) The nutritional supplement powder mixture containsProtein; nutritional supplement, which is a strip of mealsProtein-based mild, rich in nutrients.	United Arab Emirates <b>Registered</b> Last Status Received: Registered Filed: July 18, 2019
<u>NO COW</u>	AN: 919268269	(Translation) (Int'l Class: 05) (see status of the process	Brazil Published – Opposition Pending

*Schedule 2 to Intellectual Property Security Agreement*

Mark/Name	App. No./Reg. No.	Full Goods/Services	Status/Key Dates
		nutritional powder supplement for drinks containing proteins; food supplements, namely, protein-based and nutrient-rich bars (snacks).	Last Status Received: Published Filed: February 20, 2020
<b><u>NO COW</u></b>	AN: 919268404	(Translation) (Int'l Class: 30) (see process status, protein-rich biscuits, protein-rich brownies, protein-rich cereal bars; food-derived cereal bars, highly protein and ready for consumption.	Brazil Published – Opposition Pending Last Status Received: Published Filed: February 20, 2020
<b><u>NO COW</u></b>	AN: 919268358	(Translation) (Int'l Class: 29) (see status of the fruit-based meal replacement bars (snacks); nut-based bars (snacks); raw vegetable-based bars (snacks); vegetable-based snacks; nut butters.	Brazil Published – Opposition Pending Last Status Received: Published Filed: February 20, 2020
<b><u>NO COW</u></b>	AN: SD20200017910	(Translation) (Int'l Class: 29) ): fruit-based meal replacement bars; walnut-based snack bars; vegetable-based raw food bars; vegetable-based sandwiches; nut butters (Translation) (Int'l Class: 30) ): protein-rich cookies, protein-rich brownies, protein-rich cereal bars;	Colombia Published – Opposition Pending Last Status Received: Published Filed: March 4, 2020

Mark/Name	App. No./Reg. No.	Full Goods/Services	Status/Key Dates
		ready-to-eat protein-rich cereal-derived food bars (Translation) (Int'l Class: 05) : Nutritional supplement powder for beverage mix containing protein; dietary supplements, in particular protein-dense, nutrient-dense snack bars	
<u>NO COW MIGHTY TREATS</u>	SN: 97649616		U.S. Federal  Last Status Received: Notice of Non-Final Action, September 18, 2023  Filed: October 26, 2022

**Schedule 3**

**COPYRIGHT REGISTRATIONS AND APPLICATIONS**

None.