

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857664

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SECOND NATURE BRANDS, INC.		11/28/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	One East Washington Street, Suite 1400		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6853082	SECOND NATURE	
Registration Number:	6829468	RBP	
Registration Number:	6693819	SECOND NATURE	
Registration Number:	6685473	THE TRIPLE WIN	
Registration Number:	6374899	RIGHT-FIT GUARANTEE	
Registration Number:	6471531	SECOND NATURE	
Registration Number:	6342306	SECOND NATURE	
Registration Number:	6323645	IT MATTERS	
Registration Number:	6316910	EACH SIP	
Registration Number:	6262561	SECOND NATURE HOME WELLNESS	
Registration Number:	6262560	SECOND NATURE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		

OP \$290.00 6853082

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2182316

NAME OF SUBMITTER: Yvette Stohler

SIGNATURE: /Yvette Stohler/

DATE SIGNED: 12/01/2023

Total Attachments: 6

source=Bridge Bank - Second Nature IPSA#page1.tif
source=Bridge Bank - Second Nature IPSA#page2.tif
source=Bridge Bank - Second Nature IPSA#page3.tif
source=Bridge Bank - Second Nature IPSA#page4.tif
source=Bridge Bank - Second Nature IPSA#page5.tif
source=Bridge Bank - Second Nature IPSA#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 28, 2023, (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Lender**") and **SECOND NATURE BRANDS, INC.**, a Delaware corporation ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of November 28, 2023 (as amended from time to time, the "**Loan Agreement**"), among, *inter alios*, Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary contained in (a)-(j) above, the security interest shall not extend to any intent-to-use trademark application filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or a filing and acceptance of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, solely 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 requirements of law.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law.

[Signature Page Follows]

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

GRANTOR:

SECOND NATURE BRANDS, INC.,
a Delaware corporation

By:  _____
8104683810EE410

Name: Chris Power

Title: Chief Financial Officer

Address for Notices:

Second Nature Brands, Inc.
2100 Lake Dam Road #37639
Raleigh, NC 27627
Attn: Chris Power, Chief Financial Officer
Email: cpower@secondnature.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

By:  _____
8977696EAG4444

Name: Eric Tulipano

Title: Vice President

Address for Notices:

Western Alliance Bank
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department
Email: LegalDepartment@westernalliancebank.com

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist ✓

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist



<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Registration Date:</u>
SECOND NATURE	90089568	6853082	9/20/2022
RBP	90188758	6829468	8/23/2022
SECOND NATURE	90762861	6693819	4/5/2022
THE TRIPLE WIN	90646152	6685473	3/29/2022
RIGHT-FIT GUARANTEE	90043644	6374899	6/1/2021
Second  Nature	88464833	6471531	8/31/2021
SECOND NATURE	88464805	6342306	5/4/2021
IT MATTERS	88793881	6323645	4/13/2021
EACH SIP	88793880	6316910	4/6/2021
Second  Nature <small>HOME WELLNESS</small>	88464839	6262561	2/2/2021
SECOND NATURE	88464811	6262560	2/2/2021

EXHIBIT C

PATENTS

Please Check if No Patents Exist