

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nutri-Buzz Canada Inc.		01/03/2024	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W Washington St.		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5505158	MOSQUITO.BUZZ	
Registration Number:	5906106	MOSQUITO.BUZZ	
Registration Number:	5506651	...STAY OUTSIDE	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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) 558-4229		
Email:	demarcor@sullcrom.com, maken@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004-2498		
NAME OF SUBMITTER:	Raffaele DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	01/08/2024		
Total Attachments: 5			
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CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 3, 2024 (this “Agreement”), among Nutri-Buzz Canada Inc., an Ontario corporation (the “Grantor”) and Alter Domus (US) LLC, as collateral agent on behalf of itself and the other Secured Parties (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of December 15, 2022 (as amended by that certain First Amendment to Second Lien Credit Agreement, dated as of April 17, 2023, that certain Second Amendment to Second Lien Credit Agreement and First Omnibus Amendment to Loan Documents, dated as of May 31, 2023, that certain Third Amendment to Second Lien Credit Agreement, dated as of December 29, 2023 (the “Third Amendment”) and as further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among Mustang Prospects Intermediate, LLC, a Delaware limited liability company (as successor by substitution and assumption to Mustang Prospects Purchaser, LLC, a Delaware limited liability company) (“Holdings”), Mustang Prospects Purchaser, LLC, a Delaware limited liability company (as successor by substitution and assumption to Senske Lawn and Tree Care, LLC, a Delaware limited liability company) (“Mustang Borrower”), Senske Acquisition, Inc., a Delaware corporation (“Senske Borrower”; Senske Borrower and Mustang Borrower, together with each Additional Borrower who becomes a Borrower pursuant to the terms of the Credit Agreement, collectively the “Borrowers” and each individually a “Borrower”), the Lenders party thereto and Alter Domus (US) LLC, in its capacity as Administrative Agent (“Administrative Agent”) and Collateral Agent and (b) the Canadian Second Lien Collateral Agreement dated as of December 29, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Canadian Collateral Agreement”), among the “Grantors” (as defined therein) from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Canadian Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Canadian Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in:

(a) all of such Grantor’s right, title and interest in, to and under its Canadian and United States Copyrights, including those listed on Schedule I attached hereto (collectively, the “Copyright Collateral”);

(b) all of such Grantor’s right, title and interest in, to and under its Canadian and United States Patents, including those listed on Schedule I attached hereto (the “Patent Collateral”);

(c) all of such Grantor’s right, title and interest in, to and under its Canadian Designs, including those listed on Schedule I attached hereto (the “Design Collateral”);

(d) all of such Grantor’s right, title and interest in, to and under its Canadian and United States Trademark applications and registrations, including those listed on Schedule I attached hereto

(the “Trademark Collateral” and, together with the Copyright Collateral, the Patent Collateral and the Design Collateral, collectively the “Intellectual Property Collateral”);

- (e) the goodwill of the businesses with which the Trademark Collateral is associated;
- (f) all Proceeds and products of the Intellectual Property Collateral; and
- (g) all causes of action arising prior to or after the date hereof for infringement of any of the Intellectual Property Collateral or unfair competition regarding the Trademark Collateral.

This Agreement is not to be construed as an assignment of any Copyright, Patent, Design or Trademark. Notwithstanding anything herein to the contrary, the Intellectual Property Collateral shall not include, and in no event shall the Security Interest attach to, any Excluded Asset (including any intent-to-use Trademark applications filed in the CIPO or PTO prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only 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 such intent-to-use Trademark application or any registration that may issue therefrom under applicable law).

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Intellectual Property Collateral are more fully set forth in the Canadian Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Canadian Collateral Agreement, the terms of the Canadian Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Canadian Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Intellectual Property Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NUTRI-BUZZ CANADA INC., as Grantor

By: 
Name: Casey Taylor
Title: Co-Chief Executive Officer

ALTER DOMUS (US) LLC, as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NUTRI-BUZZ CANADA INC., as Grantor

By: _____

Name:

Title:

ALTER DOMUS (US) LLC, as Collateral Agent

By:  _____

Name: Pinju Chiu

Title: Associate Counsel

Schedule I

Intellectual Property

Patents:

Nil

Patents Applications:

Nil

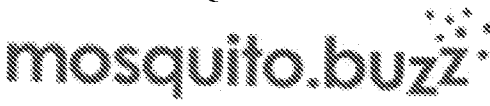
Designs:

Nil

Designs Applications:

Nil

Trademark Registrations:

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status
MOSQUITO.BUZZ	87626418	9/28/17	5505158	6/26/18	Registered
MOSQUITO.BUZZ 	87626470	9/28/17	5906106	11/12/19	Registered
...STAY OUTSIDE	87626518	9/28/17	5506651	7/3/18	Registered

Trademark Applications:

Nil

Copyrights:

Nil