

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI13781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KOS, INC.		02/06/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	MONTGOMERY CAPITAL PARTNERS V, LP		
Street Address:	2500 Dallas Parkway		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75093		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87508383	KOS	
Serial Number:	97437589	KOS	
Serial Number:	88730123	SHROOMBOOM	
Serial Number:	88730289	HOLY CACAO! HOT CHOCOSHROOM BLEND	
Serial Number:	88766351	SCOOP, SHAKE, SMILE.	
Serial Number:	97477571	SUPERFOOD BOOSTER	
CORRESPONDENCE DATA			
Fax Number:	2146926255		
<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:	2146926200		
Email:	wptrademarks@wickphillips.com		
Correspondent Name:	Isaac J. Brown		
Address Line 1:	3131 MCKINNEY AVENUE, SUITE 500		
Address Line 4:	Dallas, TEXAS 75204		
ATTORNEY DOCKET NUMBER:	8497.25		
NAME OF SUBMITTER:	KATHLEEN WEESE		
SIGNATURE:	KATHLEEN WEESE		
DATE SIGNED:	02/08/2024		

OP \$165.00.00 87508383

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), is executed as of February 6, 2024, by KOS, INC., a Delaware corporation (together with its permitted successors and assigns, the “Company”), in favor of MONTGOMERY CAPITAL PARTNERS V, LP, a Texas limited partnership (the “Secured Party”).

Recitals

A. Reference is made to that certain Loan and Security Agreement of even date herewith (as amended, restated modified or otherwise supplemented from time to time, the “Security Agreement”), executed by and among the Company and the Secured Party; and

B. The Company owns the registered copyrights, trademarks and applications more particularly described on Schedule A annexed hereto as part hereof (collectively, the “Intellectual Property”).

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby further grant to Secured Party a security interest in the Intellectual Property to secure the prompt payment, performance and observance of the Indebtedness, as defined in the Security Agreement.

1. The Company hereby represents that Schedule A hereto contains a complete list, as of the date hereof, of registrations or applications for registration of copyrights, trademarks, or patents in or to which the Company has any right, title, interest, claim or demand. After the date hereof, the Company shall provide the Secured Party with prompt written notice of any addition or change to Schedule A necessary to maintain the completeness or accuracy of such schedule. The Company shall execute any amendments, supplements or restatements of this Agreement as the Secured Party may reasonably request in order to perfect or maintain the Secured Party’s lien in the Intellectual Property.

2. The Company hereby grants to the Secured Party a security interest to secure the prompt payment, performance and observance of the Indebtedness, in all right, title and interest of the Company in and to all Intellectual Property, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Promissory Note of even date herewith, executed by the Company in favor of the Secured Party.

3. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property granted hereby are more fully set forth in the Security Agreement.

4. Secured Party agrees, upon full payment of the Indebtedness, the Security Interest is released and discharged and Secured Party will execute any documents reasonably requested by Borrower (including but not limited to a Release of Financing Statements) to accomplish this purpose.

[Signature page follows.]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed as of the day and year first written above.

COMPANY:

KOS, INC.,
a Delaware corporation

By: _____


Marc Anced,
Chief Executive Officer

LENDER:

MONTGOMERY CAPITAL PARTNERS V, LP,
a Texas limited partnership

By: Montgomery Capital Advisers, LLC,
a Delaware limited liability company,
its general partner

By: _____

Carlos A. Lacayo, Managing Director

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed as of the day and year first written above.

COMPANY:


KOS, INC.,
a Delaware corporation

By: _____
Marc Aneed
Chief Executive Officer

LENDER:

MONTGOMERY CAPITAL PARTNERS V, LP,
a Texas limited partnership

By: Montgomery Capital Advisers, LLC,
a Delaware limited liability company,
its general partner

By: 

Carlos A. Lacayo, Managing Director

SCHEDULE A

TRADEMARKS

Mark	Application No.	Jurisdiction	Reg. No.	Reg. Date	Status
KOS	87508383	USA	5471272	5/15/2018	Registered
KOS	97437589	USA	7161194	9/12/2023	Registered
KOS	17687203	EU	1078016	1/15/2018	Registered
KOS	2018-008782	Japan	2018-008782	11/27/2020	Registered
KOS	UK0000328253	UK	UK0091787203	9/19/2021	Registered
KOS	29082615	China	29082615	4/21/2019	Registered
Shroomboom	88730123	USA	6225470	12/22/2020	Registered
Holy Cacao! Hot Cocoshroom Blend	88730289	USA	6117039	8/4/2020	Registered
Scoop, Shake, Smile	88766351	USA	6113583	6/28/2020	Registered
KOS	2441941	Mexico	2568496	7/4/2023	Registered
KOS	40-2020- 0153012	South Korea	40-2021- 0101427	9/28/2021	Registered
KOS	E/2021-28352	Dominican Republic	2021-28334	11/16/2021	Registered
KOS	E/2021-28352	Dominican Republic	2021-28334	11/16/2021	Registered
KOS	2441923	Mexico	2441923	10/21/2020	Registered
KOS	348922	UAE	348922	4/12/2021	Registered
KOS	348928	UAE	348928	4/12/2021	Registered
KOS	348926	UAE	348926	4/12/2021	Registered
Superfood Booster	97477571	USA	N/A	N/A	Approved for Publication

[Intellectual Property Security Agreement]