

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI121079

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIEF ORGANICS, LLC		03/22/2024	Limited Liability Company: CALIFORNIA
QUMBA, LLC		03/22/2024	Limited Liability Company: DELAWARE
LIEF RAWLS LLC		03/22/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	East West Bank, as Agent		
Street Address:	135 N. Los Robles Avenue, 3rd Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Banking Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	90184316	QUMBA	
Serial Number:	90184322	QUMBA KOMBUCHA POWDER	
Serial Number:	90975999	L LIEF LABS	
Serial Number:	97262509	BIOZOMAL	
Serial Number:	97262511	BIOZOMAL	
Serial Number:	90857265	CELEVIDA	
Serial Number:	90857266	CELEVIDA	
Serial Number:	98396404	L LIEF LABS RAWLS	
Serial Number:	98396397	L LIEF LABS CARES	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	3125778438		
Email:	raquel.haleem@katten.com		

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Correspondent Name: Raquel Haleem c/o Katten Muchin
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: Raquel Haleem

DATE SIGNED: 03/26/2024

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 22, 2024 (the “**Effective Date**”) by LIEF ORGANICS, LLC, a California limited liability company (“**Lief**”), QUMBA, LLC, a Delaware limited liability company (“**Qumba**”) and LIEF RAWLS LLC, a Delaware limited liability company (“**Lief Raws**”, and together with Lief and Qumba, each individually a “**Grantor**” and collectively, the “**Grantors**”) in favor of East West Bank for the benefit of the several banks and other lenders (the “**Lenders**”) from time to time party to the Credit Agreement (in such capacity, the “**Agent**”) (as defined in the Credit Agreement or the Guarantee and Security Agreement as applicable in each case as referred to below).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Security Agreement, dated as of August 27, 2021 (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), among the Grantors, the other Guarantors party thereto, and the Agent and that certain Credit Agreement, dated as of August 27, 2021 (as it may be amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), among Lief, as the Borrower, Lief Parent, LLC, a Delaware limited liability company, as Holdings, the Lenders, and the Agent; and

WHEREAS, under the terms of the Guarantee and Security Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s rights, title and interest in, to and under the Collateral (as defined in the Guarantee and Security Agreement), including, without limitation, certain intellectual property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the promises and the agreements, provisions and covenants herein contained, each Grantor and the Agent agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

2. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s rights, title and interest in, to and under the following:

- (1) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, fictitious business names, trade styles, trade dress, designs, logos and other source or business identifiers, all registrations thereof, and all registration and recording applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 1 (collectively, “**Trademark(s)**”),
- (2) all income, royalties, damages and payments now and

hereafter due and/or payable with respect to any Trademark, including damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements of any Trademark, (4) rights corresponding to any Trademark throughout the world, (5) renewals and proceeds of any of the foregoing, and (6) all goodwill associated with or symbolized by the Trademarks.

3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. Counterparts. This 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 of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement and the rights and obligations of the Grantors hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.


6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.

7. Integration. Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by each party hereto. The amendment and supplement duly executed by each party hereto shall be part of this Agreement and shall have the same legal effect as this Agreement.


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IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.


LIEF ORGANICS, LLC,
a California limited liability company

By: 
Name: Adel Villalobos
Title: CEO

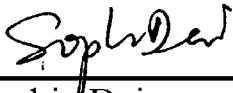
LIEF RAWLS, LLC,
a Delaware limited liability company

By: 
Name: Adel Villalobos
Title: CEO

QUMBA LLC, a Delaware limited liability company

By: 
Name: Adel Villalobos
Title: CEO

EAST WEST BANK, as Agent



By: 

Name: Sophia Dai

Title: First Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
<p style="text-align: center;">QUMBA</p> <p>QUMBA</p>	90184316	9/16/2020	6465240	8/24/21	Registered	Qumba, LLC
 <p>QUMBA KOMBUCHA POWDER</p>	90184322	9/16/2020	6465241	8/24/21	Registered	Qumba, LLC
 <p>L LIEF LABS</p>	90975999	9/11/20	6754259	6/7/22	Registered	Lief Organics, LLC
 <p>BIOZOMAL</p>	97262509	2/10/22	6965785	1/24/23	Registered	Lief Raws LLC
<p>BIOZOMAL</p> <p>BIOZOMAL</p>	97262511	2/10/22	6965786	1/24/23	Registered	Lief Raws LLC
<p>CELEVIDA</p> <p>CELEVIDA</p>	90857265	7/30/21	6919648	12/6/22	Registered	Lief Raws LLC
<p>CeleVida</p> <p>CELEVIDA</p>	90857266	7/30/21	6919649	12/6/22	Registered	Lief Raws LLC

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
 <p>L LIEF LABS RAWS</p>	98396404	2/7/24	N/A	N/A	Pending	Lief Organics, LLC
 <p>L LIEF LABS CARES</p>	98396397	2/7/24	N/A	N/A	Pending	Lief Organics, LLC