

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Designer Protein, LLC		10/27/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Gerber Finance, Inc.		
Street Address:	8 West 40th		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3380141	DESIGNER	
Registration Number:	5456062	DESIGNER	
Registration Number:	6021772	DESIGNER KETO	
Registration Number:	4280311	DESIGNER PROTEIN	
Registration Number:	5322914	ORGANIC PRO 30	
Registration Number:	5307512	SUNSHINE PROTEIN	
Registration Number:	5658006	TOTALLY EGG	
Registration Number:	4753566	ESSENTIAL 10	
Registration Number:	5398322	LITE PROTEIN	
Registration Number:	3111771	DESIGNER WHEY	
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:	800-713-0710		
Email:	gabriela.alvarez@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$265.00 3380141

Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Paul B. Hahn
SIGNATURE:	/Paul B. Hahn/
DATE SIGNED:	11/02/2020
Total Attachments: 6 source=Trademark filing wcover sheet#page1.tif source=Trademark filing wcover sheet#page2.tif source=Trademark filing wcover sheet#page3.tif source=Trademark filing wcover sheet#page4.tif source=Trademark filing wcover sheet#page5.tif source=Trademark filing wcover sheet#page6.tif	

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of October 27, 2020, is made by the undersigned Designer Protein, LLC a Delaware limited liability company (the "Grantor") to and in favor of Gerber Finance, Inc. a New York corporation ("Lender") and supplements that certain Intellectual Property Security Agreement between Grantor and Lender dated as of May 1, 2014 (the "IP Security Agreement"), entered into pursuant to that certain Loan & Security Agreement, dated as of even date therewith, among Grantor as a Borrower thereunder, Guarantor Party, and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Loan Agreement or the IP Security Agreement, as the case may be).

WITNESSETH:

RECITALS.

A. The Grantor owns and uses certain Trademarks which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, and has subsequent to the date of the IP Security Agreement has registered additional Trademarks and Trademark Applications with the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. Pursuant to the Loan Agreement, and the IP Security Agreement the Grantor has, mortgaged, pledged, and hypothecated to the Lender, all of its right, title and interest in and to, and granted to the Lender, for its benefit, a security interest in, the property described therein, including, without limitation, all of the Grantor's Trademarks (as hereinafter defined), whether then presently existing or thereafter acquired or arising, or in which the Grantor then had or thereafter acquired rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

C. As a condition to the extension of such financial accommodations pursuant to the Loan Agreement and in furtherance of the Loan Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Grantor grant to the Lender, for its benefit, a security interest in and pledge of, among other assets the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" has the meaning set forth in the IP Security Agreement.

"Patents" has the meaning set forth in the IP Security Agreement.

2. As security for the payment and performance of all of the Obligations, the Grantor hereby grants and conveys a security interest to the Lender, for its benefit, in, and collaterally assigns to the Lender, for its benefit, all of the Grantor's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of the Grantor symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto; (d) each Patent now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located, including, without limitation, each Patent referred to in Schedule II hereto and any renewals of registrations thereof; and (e) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Patent including, without limitation, any Patent referred to in Schedule II

3. The Grantor does hereby further acknowledge and affirm that this Agreement is a supplement to and is subject to the provisions of the IP Security Agreement and all representations, warranties and covenants of the Grantor with respect to the Property and all rights and remedies of the Lender with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the IP Security Agreement and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

DESIGNER PROTEIN, LLC

By: 

Name: Paul Pruett

Title: Manager

SCHEDULE I
TRADEMARKS
(as attached)

<u>OWNER</u>	<u>TRADEMARK</u>	<u>REGISTRATION DATE</u>	<u>REGISTRATION NUMBER</u>
Designer Protein, LLC	DESIGNER	Feb. 12, 2008	3380141
Designer Protein, LLC	DESIGNER	May 1, 2018	5456062
Designer Protein, LLC	DESIGNER KETO	Mar 31, 2020	6021772
Designer Protein, LLC	DESIGNER PROTEIN	Jan 22, 2013	4280311
Designer Protein, LLC	ORGANIC PRO 30	Oct 31, 2017	5322914
Designer Protein, LLC	SUNSHINE PROTEIN	Oct 10, 2017	5307512
Designer Protein, LLC	TOTALLY EGG	Jan 15, 2019	5658006
Designer Protein, LLC	ESSENTIAL 10	Jun 9, 2015	4753566
Designer Protein, LLC	LITE PROTEIN	Feb 6, 2018	5398322
Designer Protein, LLC	DESIGNER WHEY	Jul 4, 2006	3111771