

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FoodLogiQ, LLC		04/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Testo Solutions USA Incorporated		
Street Address:	2 West Market Street, Suite 500		
City:	West Chester		
State/Country:	PENNSYLVANIA		
Postal Code:	19382		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77270619	FOODLOGIQ	
Registration Number:	4281970	GROWER RELATIONSHIP MANAGEMENT	
Registration Number:	3648213	FOODLOGIQ	
Registration Number:	4267870	GRM	
Registration Number:	3609477	Q	
Registration Number:	3758034	Q	
CORRESPONDENCE DATA			
Fax Number:	6104294486		
<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:	6108400263		
Email:	cbigus@macelree.com		
Correspondent Name:	Christine M. Bigus		
Address Line 1:	17 West Miner Street		
Address Line 4:	West Chester, PENNSYLVANIA 19382		
NAME OF SUBMITTER:	Christine M. Bigus		
SIGNATURE:	/Christine M. Bigus/		
DATE SIGNED:	05/04/2021		

OP \$165.00 77270619

Total Attachments: 7

source=FoodLogiQ Loan - Intellectual Property Security Agreement (EXECUTED)#page1.tif

source=FoodLogiQ Loan - Intellectual Property Security Agreement (EXECUTED)#page2.tif

source=FoodLogiQ Loan - Intellectual Property Security Agreement (EXECUTED)#page3.tif

source=FoodLogiQ Loan - Intellectual Property Security Agreement (EXECUTED)#page4.tif

source=FoodLogiQ Loan - Intellectual Property Security Agreement (EXECUTED)#page5.tif

source=FoodLogiQ Loan - Intellectual Property Security Agreement (EXECUTED)#page6.tif

source=FoodLogiQ Loan - Intellectual Property Security Agreement (EXECUTED)#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 30, 2021 by and between TESTO SOLUTIONS USA INCORPORATED, a Delaware corporation ("*Testo*"), and FOODLOGIQ, LLC, a Delaware limited liability company ("*Grantor*").

RECITALS

A. Testo has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among Testo and Grantor dated on or about the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"). Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Loan Agreement.

B. Testo is willing to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor grant to Testo a security interest in all of its Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Testo a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest - to secure its Obligations to Testo, Grantor grants and pledges to Testo a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (the "**Intellectual Property Collateral**"), including, without limitation, the following:

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

(b) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**");

(c) Any and all trade secrets, know-how, formulas, processes, unpatented inventions, operating manuals or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), devices, and any and all intellectual property rights in computer software and computer

software products now or hereafter existing, created, acquired or held (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "Trade Secrets");

(d) All 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");

(e) Any and all design rights which may be available to Borrower now or hereafter existing, created, acquired or held;

(f) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement, and any amendments thereto, or copies thereof.

3. Cumulative Remedies. This security interest is granted in conjunction with the security interest granted to Testo under the Loan Agreement. The rights and remedies of Testo with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Testo as a matter of law or equity. Each right, power and remedy of Testo provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Testo of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Testo, of any or all other rights, powers or remedies.

4. Representations and Warranties. Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor further represents and warrants that no applications for intellectual property rights on behalf of Grantor are pending or waiting approval with either the United States Patent and Trademark Office or the United States Copyright Office.

IN WITNESS WHEREOF, the parties hereto have duly executed or caused to be duly executed this Intellectual Property Security Agreement under seal as of the date first above written.

BORROWER:

FOODLOGIQ, LLC, a Delaware limited liability company

By: *Faith Kosobucki* (SEAL)

Name: Faith Kosobucki

Title: Chief Financial Officer

LENDER:

TESTO, INC., a Delaware corporation

By: _____ (SEAL)

Name: Bill Pezza

Title: President

IN WITNESS WHEREOF, the parties hereto have duly executed or caused to be duly executed this Intellectual Property Security Agreement under seal as of the date first above written.

BORROWER:

FOODLOGIQ, LLC, a Delaware limited liability company

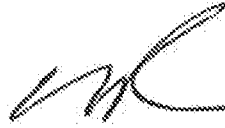
By: _____ (SEAL)

Name: Faith Kosobucki

Title: Chief Financial Officer

LENDER:

TESTO SOLUTIONS USA INCORPORATED,
a Delaware corporation

By:  _____ (SEAL)

Name: Bill Pezza

Title: Managing Director

EXHIBIT A

COPYRIGHTS

Description	Registration/Application Number	Registration/Application Date
SUPPLIER SUSTAINABILITY ASSESSMENT	TXu182984	09/18/2012

EXHIBIT B

PATENTS

None.

EXHIBIT C

TRADEMARKS

Description	Registration/Application Number	Registration/Application Date
GROWER RELATIONSHIP MANAGEMENT	85617152	05/04/2012
GRM	85616947	05/04/2012
Q	77250291	08/08/2007
FOODLOGIQ	77270619	09/04/2007
FOODLOGIQ	77270613	09/04/2007
Q	77250196	08/08/2007