

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
O Positiv, Inc.		03/22/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Guild Capital - O Positiv LLC		
Street Address:	3315 Collins Ave, Apt #4D		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33140		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5872994	CEO	
Registration Number:	5412365	FLO	
Registration Number:	5495845	O POSITIV	
Registration Number:	5564652	O POSITIV	
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:	3127684712		
Email:	tknudsen@crokefairchild.com		
Correspondent Name:	Timmy Knudsen		
Address Line 1:	180 N Lasalle Street Suite 2750		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Iain Shovlin		
SIGNATURE:	/s/ Iain Shovlin		
DATE SIGNED:	05/18/2021		
Total Attachments: 4			
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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2021, is made by O Positiv, Inc., a Delaware corporation (the “Grantor”), in favor of Guild Capital – O Positiv LLC (“Secured Party”).

WITNESSETH:

WHEREAS, Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of Secured Party (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to grant a security interest in its Collateral to secure the Obligations of Grantor.

NOW, THEREFORE, in consideration of the premises and to induce Secured Party to enter into that and loan monies under that certain Secured Promissory Note issued by Grantor in favor of Secured Party of even date hereof, Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Secured Party and grants to Secured Party a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its trademarks and all licenses providing for the grant by or to Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Delaware without regard to its conflict of law or choice of law principles.

[Signature Pages Follow]

EXECUTION VERSION

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

O POSITIV, INC.,

as Grantor

By: _____

DocuSigned by:
Robert Bitton

381124717980491...
Name: Robert Bitton
Title: President and CEO

ACCEPTED AND AGREED
as of the date first above written:

GUILD CAPITAL – O POSITIV LLC

By: Guild Capital Management LLC,
its manager

DocuSigned by:
Iain Shovlin

92038296ADD142D...
Name: Iain Shovlin
Title: Manager

EXECUTION VERSION

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

U.S. REGISTERED TRADEMARKS

Owner	Mark Name	Country	Serial/Reg No.	Status	Class
O Positiv	CEO	US	5872994	Registered	5
O Positiv	FLO	US	5412365	Registered	5
O Positiv	O POSITIV	US	5495845	Registered	5
O Positiv	O POSITIV (design)	US	5564652	Registered	5

Schedule I

RECORDED: 05/18/2021

TRADEMARK
REEL: 007297 FRAME: 0122