

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM657647

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Active Creations LLC		02/04/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Powerlix Ltd.		
<b>Street Address:</b>	Ze'ev Khaklai St 2		
<b>City:</b>	Jerusalem		
<b>State/Country:</b>	ISRAEL		
<b>Postal Code:</b>	9646201		
<b>Entity Type:</b>	Limited Corporation: ISRAEL		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88721814	POWERME	
<b>Serial Number:</b>	87775579	POWERLIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6162586770		
<b>Email:</b>	amanda@revisionlegal.com		
<b>Correspondent Name:</b>	Amanda Osorio		
<b>Address Line 1:</b>	444 Cass St.		
<b>Address Line 2:</b>	Suite D		
<b>Address Line 4:</b>	Traverse City, MICHIGAN 49684		
<b>NAME OF SUBMITTER:</b>	Amanda Osorio		
<b>SIGNATURE:</b>	/AMO/		
<b>DATE SIGNED:</b>	07/02/2021		
<b>Total Attachments: 5</b>			
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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of this 4th of February 2021, is made by Active Creations LLC (as to the PowerLix and PowerMe assets) and Sports Fanatics LLC (as to the Langov assets), a Delaware LLC (“**Buyer**”), in favor of the “**Seller**,” as identified on the last page hereof. Buyer and Seller are also referred to herein collectively as the “**Parties**”, and each as a “**Party**”.

### WITNESSETH:

**WHEREAS**, pursuant to that certain Asset Purchase Agreement and Deal Terms Sheet (collectively: the “**APA**”) of even date herewith by and among the Parties, Buyer has undertaken to pay to Seller the Purchase Price, as that term is defined in the APA, subject to the terms and conditions detailed in the APA (“**Secured Amount**”); and

**WHEREAS**, as a security for the performance of Buyer of its undertakings pursuant to the APA, subject to the terms and conditions of the APA, Buyer has agreed to grant to Seller a continuing first-priority lien on each and all of the trademarks listed in Schedule A attached hereto (collectively the “**PowerLix Registrations**”) in each relevant jurisdiction;

**NOW, THEREFORE**, in consideration of the premises and 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:

1. The preamble to this Security Agreement constitutes an integral part hereof. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the APA.
2. To secure the complete payment due and performance and observance of Buyer’s undertakings in the APA, Buyer hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Seller, a continuing first-priority security interest in, and lien upon, all of its right, title and interest in the PowerLix Registrations, including all renewals of the same.
3. Buyer represents and warrants to Seller that (i) this Security Agreement is effective to create a valid and continuing first-priority lien on the PowerLix Registrations; (ii) the filing hereof with the United States Patent and Trademark Office (“**USPTO**”) and the filing of appropriate financing statements in the State of Delaware, perfected security interests in favor of Seller in the PowerLix Registrations, and such perfected security interests are enforceable as such against any and all creditors of Buyer; (iii) upon filing of this Security Agreement with the USPTO and the filing of appropriate financing statements, all action necessary to protect and perfect Seller’s first-priority lien on the PowerLix Registrations shall have been duly taken; and (iv) Buyer will not sell or grant any security interest in the PowerLix Registrations other than interests subordinate to those of the Seller pursuant to this Security Agreement.
4. At any time prior to the full payment of the Secured Amount to Seller, if Buyer (i) breaches its undertakings to the Seller per the APA, or (ii) should any petition be filed by or against Buyer for liquidation or reorganization, should Buyer become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Buyer’s assets (each such event is referred to herein

as a “**Default Event**”), Seller shall be entitled to adopt all the measures it deems fit in accordance with applicable law in order to recover the amount due to Seller of the Secured Amount, per the terms and conditions of the APA, in addition to its costs and expenses related to enforcement of Seller’s rights hereunder (including all legal expenses), less any payments received by Seller on behalf of the Secured Amount, including by taking control of the PowerLix Registrations, and applying the proceeds from its sale or use towards the amounts due to Seller.

5. Without derogating from Section 4 above, upon the occurrence of a Default Event, the Seller may, in order to recover the Secured Amount and realize all of its rights hereunder, sell the PowerLix Registrations by public auction or otherwise, by itself or through others, for cash or installments thereof or otherwise, at a price and on such terms as the Seller shall deem fit, and to take any and all action required that Seller deems productive or otherwise helpful, for the realization of the PowerLix Registrations. Any proceeds remaining after Seller has recovered the full amount due to it hereunder, will be transferred to the Buyer.

6. Upon Buyer’s payment in full of the Secured Amount due to Seller pursuant to the terms and conditions in the APA, Seller shall promptly file all documents necessary to release the PowerLix Registrations from any obligation under this Security Agreement in every place the Security Agreement was filed, perfected, or recorded. Seller shall also promptly provide Buyer with written confirmation of such release.

7. The Parties shall cooperate and execute all documents as may be reasonably necessary or advisable to register the rights of the Seller hereunder with the USPTO and the Delaware Secretary of State, or elsewhere.

8. Miscellaneous:

8.1 Severability. Whenever possible, each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Security Agreement.

8.2 Fees and Expenses. Each of the Parties will bear its own expenses in connection with the negotiation and the consummation of the transactions contemplated by this Security Agreement.

8.3 Joint Drafting. The Parties have participated jointly in the negotiation and drafting of this Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Security Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Security Agreement.

8.4 Governing Law. This Security Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed and construed in accordance with the laws of the State of New York. The Parties hereby irrevocably submit to the exclusive jurisdiction of the federal and state courts located in New York, New York to settle any dispute or claim arising out of or in

connection with this Security Agreement or its subject matter or formation (including non-contractual disputes or claims).

8.5 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if delivered or sent by email to the addresses in the APA, as may be revised in writing from time to time.

8.6 Entire Agreement. This Security Agreement together with the APA (including all exhibits and schedules hereto and thereto) constitute the entire agreement and supersede all prior representations, agreements, understandings and undertakings, whether written or oral, among the Parties, or any of them, with respect to the subject matter hereof and thereof, and no Party is relying on any other prior oral or written representations, agreements, understandings, or undertakings with respect to the subject matter hereof and thereof.

8.7 Assignability; Binding Effect. This Security Agreement shall be binding upon and enforceable by, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, this Security Agreement and the obligations of the Parties hereunder shall not be assignable, in whole or in part, by either Party without the prior written consent of the other Party.

8.8 No Third-Party Beneficiaries. Nothing in this Security Agreement will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy, or right of any kind. This Security Agreement is not a third-party beneficiary contract.

8.9 Captions and Gender. The captions in this Security Agreement are for convenience only and shall not affect the construction or interpretation of any term or provision hereof. The use in this Security Agreement of the masculine pronoun in reference to a Party hereto shall be deemed to include the feminine or neuter, as the context may require.

8.10 Counterparts; Electronic Signature. This Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Security Agreement may also be executed and delivered by electronic signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.11 Amendments. This Security Agreement may not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by each Party hereto, or in the case of a waiver, the Party waiving compliance.

*[signature page follows]*

IN WITNESS WHEREOF the Parties hereto have caused this Security Agreement to be executed as of the date set forth above by their duly authorized representatives.

**Buyer**

Buyer: Active Creations LLC  
A Delaware Limited Liability Company

DocuSigned by:  
Buyer: Raunak Nirmal Date: 2/4/2021  
DBE45B7221594F8...  
*On behalf of Active Creations LLC  
(as to the PowerLix and PowerMe assets)*

Buyer: Sports Fanatics LLC  
A Delaware Limited Liability Company

DocuSigned by:  
Buyer: Raunak Nirmal Date: 2/4/2021  
DBE45B7221594F8...  
*On behalf of Sports Fanatics LLC  
(as to the Langov assets)*

Seller

Powerlix Ltd, an Israeli company

And

Langov LLP, a Delaware LLP

And

Powerlix LTD  
A Wyoming company

DocuSigned by:  
Seller: Gal Mor Date: 2/4/2021  
229623A778C84E3...  
*On behalf of Powerlix Ltd.*

DocuSigned by:  
Seller: Gal Mor Date: 2/4/2021  
229623A778C84E3...  
*On behalf of Langov LLP.*

DocuSigned by:  
Seller: Gal Mor Date: 2/4/2021  
229623A778C84E3...  
*On behalf of Powerlix LTD.*

**SCHEDULE A – Trademarks**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Mark</b>	<b>Type</b>	<b>Status</b>
88721814	6,090,846	POWERME	Trademark	
87775579	1473091	POWERLIX	Trademark (China, European Union, United Kingdom)	
87775579	5555051	POWERLIX	Trademark (USA)	
90022466		LANGOV	Trademark (USA)	pending