

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675677

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW LIFE SOLUTION, INC.		09/20/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Vistara Technology Growth Fund (Canada) IV, LP		
Street Address:	1622 W. 7th Ave., Suite 200		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V6J 1S5		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4284784	MEQUILIBRIUM	
Registration Number:	4281661	MEQ	
Registration Number:	4281662	MY MEQ	
Registration Number:	4913366	TRAP IT, MAP IT, ZAP IT	
Serial Number:	90546402	RQX	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1477575		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	09/21/2021		

OP \$140.00 4284784

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

September 20, 2021

This Intellectual Property Security Agreement (this "Agreement") is entered into as of the date first written above by and between VISTARA TECHNOLOGY GROWTH FUND (CANADA) IV, LP, a Canadian limited partnership ("Lender"), and NEW LIFE SOLUTION, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loan") in the amount and manner set forth in that certain Loan and Security Agreement dated as of even date herewith by and between the Lender and Grantor (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loan to Grantor, but only upon the condition, among other conditions, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

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

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

New York law governs this Agreement without regard to principles of conflicts of law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND LENDER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

No amendment, modification, termination or waiver of any provision of this Agreement, no approval or consent thereunder, or any consent to any departure by Grantor or any of its Subsidiaries therefrom, shall in any event be effective unless the same shall be in writing and signed by Lender and Grantor.

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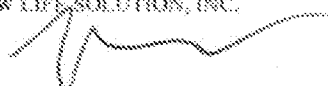
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

177 Huntington Ave.,
Suite 1703
Boston, MA 02115
Attn: Chief Financial Officer

NEW LIFE SOLUTION, INC.

By: 
Name: Tom Brennan
Title: Chief Financial Officer and Chief Operating Officer

LENDER:

Address of Lender:

c/o Vistara Capital Partners
1622 West 7th Avenue, Suite 200
Vancouver, BC V6J 1S5
Canada
Attn: Noah Shipman and Kathleen Resume

VISTARA TECHNOLOGY GROWTH FUND
(CANADA) IV, LP

By: VISTARA GENERAL PARTNER IV INC.
Its: General Partner

By: _____
Name: Noah Shipman
Title: Partner

{Signature Page to IP Agreement}

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

NEW LIFE SOLUTION, INC.

177 Huntington Ave.,
Suite 1703
Boston, MA 02115
Attn: Chief Financial Officer

By: _____
Name: Tom Brennan
Title: Chief Financial Officer and Chief Operating Officer

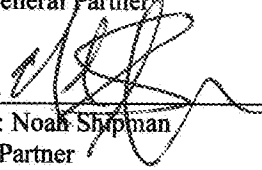
LENDER:

Address of Lender

VISTARA TECHNOLOGY GROWTH FUND
(CANADA) IV, LP

c/o Vistara Capital Partners
1622 West 7th Avenue, Suite 200
Vancouver, BC V6J 1S5
Canada
Attn: Noah Shipman and Kathleen Reaume

By: VISTARA GENERAL PARTNER IV INC.
Its: General Partner

By:  _____
Name: Noah Shipman
Title: Partner

{Signature Page to IP Agreement}

EXHIBIT A

Copyrights

Copyright Title	Registration No.	Registration Date
MEQUILIBRIUM: 14 Days to Cooler, Calmer, and Happier	TX0008028568	March 4, 2015

EXHIBIT B

Patents

Patent Title	Publication No.	Filing Date
ONLINE PLATFORM FOR LIFESTYLE MANAGEMENT	20120315613	3/29/2021

EXHIBIT C

Trademarks

Trademark Title	Registration No./ Serial No.	Registration Date/ Filing Date
MEQUILIBRIUM	US Reg. No. 4284784	2/5/2013
MEQ	US Reg. No. 4281661	1/29/2013
MY MEQ	US Reg. No. 4281662	1/29/2013
TRAP IT, MAP IT, ZAP IT	US Reg. No. 4913366	3/8/2016
RQX	US Serial. No. 90546402	2/25/2021
RESILIO	US Reg. No. 79239051	9/3/2019
RESILIO	Denmark Reg. No. VR0003342018	2/9/2018
RESILIO	EU Reg. No. 017890314	8/15/2018
RESILIO	Madrid Reg. No. 5847572	9/3/2019

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