

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Juvo Plus, Inc.		03/17/2022	Corporation: DELAWARE
eForCity LLC		03/17/2022	Limited Liability Company: CALIFORNIA
Talented Kitchen LLC		03/17/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Victory Park Management, LLC, as Collateral Agent		
Street Address:	150 N. Riverside Plaza, Suite 5200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	88900484	FARMLYN CREEK	
Serial Number:	88796261	IONX	
Serial Number:	88774468	WELLBRITE	
Serial Number:	88762835	SPOOKY CENTRAL	
Serial Number:	88737088	FAITHFUL FINDS	
Serial Number:	88738141	OKUNA OUTPOST	
Serial Number:	88719817	GLAMLILY	
Serial Number:	88711505	IONX	
Serial Number:	88661933	STOCKROOM PLUS	
Serial Number:	88511923	SPARKLE AND BASH	
Serial Number:	88498177	PIPILO PRESS	
Serial Number:	88450831	PAPER JUNKIE	
Serial Number:	88402353	BRIGHT CREATIONS	
Serial Number:	88312277	BLUE PANDA	
Serial Number:	88250020	PAPER JUNKIE	
Serial Number:	86578555	JUVALE	

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Property Type	Number	Word Mark
Serial Number:	86568275	JUVOLICIOUS
Serial Number:	86559823	EFORCITY
Serial Number:	86497851	ZODACA
Serial Number:	86354408	EFORCITY
Serial Number:	86354399	EFORCITY
Serial Number:	76710382	BASACC
Serial Number:	76677928	EFORCITY
Serial Number:	78582448	INSTEN
Serial Number:	88017552	TALENTED
Serial Number:	87653425	TALENTED KITCHEN

CORRESPONDENCE DATA

Fax Number: 3129021061

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.

Phone: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	03/21/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of March 17, 2022, by Juvo Plus, Inc., a Delaware corporation, eForCity LLC, a California limited liability company and Talented Kitchen LLC, a Delaware limited liability company (each a “**Grantor**” and collectively the “**Grantors**”) in favor of Victory Park Management, LLC, as collateral agent (the “**Collateral Agent**”) for the secured parties referred to below. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, as defined below.

WHEREAS:

A. Reference is made to that certain Pledge and Security Agreement, dated as of March 17, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), entered into by and among the Grantors, the other Guarantors party thereto, Collateral Agent and the other parties party thereto which secures certain now existing and future arising obligations owing to the Secured Parties (as defined in the Security Agreement) under the Transaction Documents as provided in the Security Agreement;

B. Pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Collateral Agent this Agreement;

C. Pursuant to the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. all of its United States and foreign trademarks and trademark applications, including, without limitation, all United States federally registered trademarks and trademark applications referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

2. all of its trademark licenses, including, without limitation, all of its trademark licenses listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

3. all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any of the trademarks referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”).

This security interest is granted in conjunction with the security interests granted to the Collateral Agent, for itself and on behalf of the other Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

This Agreement shall be a contract made under, and governed and enforced in every respect by, the laws of the State of New York (including §5-1401 and 5-1402 of the New York General Obligations Law). The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement or any other agreement, document, or other instrument executed in connection herewith or therewith, shall be brought in any state or federal court located within the City of New York, New York, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

Each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

JUVO PLUS, INC.

DocuSigned by:
By: Steve Neuffer
Name: Steve Neuffer
Title: Chief Executive Officer

EFORCITY, LLC

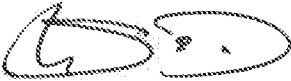
DocuSigned by:
By: Steve Neuffer
Name: Steve Neuffer
Title: CEO of Manager

TALENTED KITCHEN LLC

DocuSigned by:
By: Steve Neuffer
Name: Steve Neuffer
Title: CEO of Manager

Acknowledged:

VICTORY PARK MANAGEMENT, LLC,
as Collateral Agent

By: 
Name: Scott R. Zernick
Title: Manager