

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770547

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900727271		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ConsejoSano, Inc.		07/19/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97215964	CULTUREGUIDE	
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:	3059150431		
Email:	schang@vlpawgroup.com		
Correspondent Name:	Sophia Chang		
Address Line 1:	9755 NW 52nd Street		
Address Line 2:	Apt. 213		
Address Line 4:	Doral, FLORIDA 33178		
ATTORNEY DOCKET NUMBER:	COMERICA-SAMESKY		
NAME OF SUBMITTER:	Sophia Chang		
SIGNATURE:	/SophiaChang/		
DATE SIGNED:	11/29/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 19, 2021 by and between COMERICA BANK ("Bank") and CONSEJOSANO, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain 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 Bank 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 all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

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.

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.

Address of Grantor:

5200 Lankershim Boulevard, Suite 310
North Hollywood, CA 91601
Attn: Abner Mason

GRANTOR:

CONSEJOSANO, INC.

By:  _____
DocuSigned by:
8286EF178B7D471...

Name: Abner Mason
Title: Chief Executive Officer

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

BANK:

COMERICA BANK

By:  _____
DocuSigned by:
1029F0B94CFF406...

Name: Wyatt Giddings
Title: Vice President

With a copy to:

Comerica Bank
10500 NE 8th Street, Suite 1905
Bellevue, WA 98004
Attn: Wyatt Giddings
FAX: (425) 452-2510

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CONSEJOSANO	88803268	02/19/2020
CULTURAL DETERMINANTS OF HEALTH ENGINE	88804111	02/20/2020
CONSEJOSANO	88803264	02/19/2020
CONSEJOSANO POR LA SALUD DEL HISPANO	86663943 4934358	06/16/2015 04/05/2016
CONSEJOSANO HEALTHY ADVICE CONNECTION	86167710 4728748	01/16/2014 04/28/2015
CONSEJOSANO	85894508 4499729	04/03/2013 03/18/2014
SAMESKY HEALTH	97109443	11/04/2021
CULTUREGUIDE	97215964	01/12/2022