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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM789528

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Juva Life, Inc.		06/14/2022	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Pelorus Fund REIT, LLC
Street Address:	124 Tustin Avenue, Suite 200
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92663
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5237714	FF
Registration Number:	5237713	FROSTED FLOWERS
Registration Number:	6604793	JUVA
Registration Number:	6480035	JUVA LIFE
Serial Number:	88206114	JUVA
Serial Number:	88206117	JUVA
Serial Number:	97291832	JUVA
Serial Number:	88206119	JUVA
Serial Number:	88206122	JUVA
Serial Number:	88206128	JUVA
Serial Number:	97382725	KNOWING MORE FEELS BETTER

CORRESPONDENCE DATA

Fax Number: 3128278185

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: 312-807-4346

Email: citrademarks@klgates.com, alexis.douglas@klgates.com,

valerie.swanson@klgates.com

Correspondent Name: Alexis C. Douglas c/o K&L Gates LLP

Address Line 1: P.O. Box 1135

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Address Line 4: Chica	ago, ILLINOIS 60690-1135
ATTORNEY DOCKET NUMBER:	0817832.00010
NAME OF SUBMITTER:	Alexis Crawford Douglas
SIGNATURE:	/Alexis Crawford Douglas/
DATE SIGNED:	02/24/2023

Total Attachments: 19

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of June 14, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this "<u>Agreement</u>"), is made by each of the each of the undersigned entities (together with their successors and assigns, individually and collectively, as the context may require, the "<u>Grantor</u>") for the benefit of PELORUS FUND REIT, LLC, a Delaware limited liability company (together with its successors and assigns, "<u>Lender</u>"), whose address is 124 Tustin Avenue, Suite 200, Newport Beach, CA 92663.

Reference is made to (a) the Loan Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among each Grantor, the other Loan Parties from time to time party thereto, the Limited Guarantors, and Lender from time to time party thereto; and (b) the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among each Grantor, the other Loan Parties from time to time party thereto, and Lender. The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is a Borrower or Guarantor and will derive substantial benefits from the extension of credit to the Borrower pursuant to the Loan Agreement and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

- SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Grantor, pursuant to the Security Agreement, did, and hereby does, grant to Lender and its successors and assigns a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):
- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar office in any State of the United States of America, all extensions or renewals thereof, and all common law rights related thereto, including any of the foregoing set forth on Schedule I attached hereto:
 - (b) all goodwill associated therewith or symbolized thereby;
 - (c) all proceeds and products thereof; and
- (d) all causes of action arising prior to or after the date hereof for infringement or other violation thereof or unfair competition regarding the same.

SECTION 3. <u>Intent-To-Use Trademarks</u>. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant, attachment, or enforcement

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of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

SECTION 4. <u>Collateral Agreement.</u> The security interests granted to Lender herein are granted in furtherance, and not in limitation of, the security interests granted to Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. <u>Further Actions</u>. The Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement. The Grantor shall take any further actions, including executing any further documentation, necessary to record, perfect or effectuate this Agreement and Lender's security interest in the Trademark Collateral.

SECTION 7. <u>Termination</u>. Upon payment in full of the Obligations, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to Grantor. Upon any such termination Lender shall, at Grantor's expense, promptly execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

SAN JUAN BUILDING LLC, a California limited liability company

By: JUVA LIFE, INC., a California corporation

Name: Doug Chloupek

Title: President, Chief Executive Officer, and

Secretary

JUVA STOCKTON INC., a California corporation JUVA RWC INC., a California corporation JUVA RETAIL RWC INC., a California corporation

Name: Doug Chloupek

Title: President, Chief Executive Officer,

Chief Financial Officer, and Secretary

JUVA LIFE, INC., a California corporation

Name: Doug Chloopek

Title: President, Chief Executive Officer, and

Secretary

JUVA LIFE, INC., a British Columbia corporation.

Name: Doug Chloupek

Title: Chief Executive Officer and Secretary

[Signature Page - Trademark Security Agreement]

LENDER:

PELORUS FUND REIT, LLC, a Delaware limited liability company

Name: DAN ZEIME

Title: MANAGINE MEMBER

SCHEDULE I

[See attached]

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AVUL	FLOWERS	FROSTED FLOWERS	Trademark
USA	California USA	USA	Jurisdiction
1	31	25	Classes
1 - Plant and herb extracts for use in the manufacture of cosmetics	31 - 31 - Dried plants; Herb seeds for planting; Live plants; Plant seeds	31 - Dried plants; Herb seeds for planting; Live plants; Plant seeds, none of the foregoing including any form of oats seeds, none of the foregoing including any form of oats 25 - Hats; Jackets; Pants; Shorts; Socks; Sweaters; Sweatshirts; Short-sleeved or long-sleeved t-shirts	Classes & Goods (Table)
88206114	02019558 86796670	88923952	App NO
26 Nov 2018	07 Apr 2022 22 Oct 2015	22 Oct 2015 19 May 2020	App Date
	5237713	523//14	Reg No
	04 Jul 2017	04 Jul 2017	Reg Date
Pending	Pending Registered	Registered	Status
SOU Submitted; no further action required at this time	1 1	Allowed; TRADEN	Substatus IARK

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USA	USA	USA	USA		Jurisdiction	9
16	9	о "	Ui		Classes	
16 - Notebooks; Printed matter, namely, paper signs, books, manuals, curricula, newsletters, informational cards and brochures in the field of supplements, plants, herbs,	9 - downloadable mobile application software for journaling and tracking health, nutrition and supplements information and use	5 - Herbs for medicinal purposes; Medicinal herb extracts; Medicinal herbs in dried or preserved form; Medicinal herbs; Plant and herb extracts sold as components of medicated cosmetics	5 - Dietetic foods adapted for veterinary use; Dietetic infusions for medical use; Dietetic preparations adapted for medical purposes; Disinfectants; Hand-sanitizing preparations; Pharmaceutical agents affecting digestive organs; Pharmaceutical agents affecting metabolism; Pharmaceutical agents affecting peripheral nervous system; Pharmaceutical preparations for the treatment and prevention of anxiety, depression, inflammation, nausea, seizures, pain, muscle spasms, eating disorders and glaucoma; Pharmaceutical preparations for treating hypertension; Pharmaceutical preparations, namely, antidepressants; Pharmaceutical skin lotions; Veterinary pharmaceutical preparations for the treatment of anxiety, pain, inflammation and seizures; Balms for pharmaceutical purposes; Disinfectants for sanitary purposes; Inhaled pharmaceutical preparations for the treatment of respiratory diseases and disorders; Plant extracts for pharmaceutical purposes		Classes & Goods (Table)	
88784312	97291832	88206117	97380078		App NO	
04 Feb 2020	02 Mar 2022	26 Nov 2018	25 Apr 2022		App Date	
6604793					Reg No	
04 Jan 2022					Reg Date	
Registered	Pending	Pending	Pending		Status	
-	-	Approved for registration	TRADEM	ا ا ک	Substatus A	(

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JUVA	JUVA	JUVA	JUVA	JUVA	JUVA	Trademark
Canada	USA	California	USA	USA	USA	Jurisdiction
5, 31	40	40	31	30	25	Classes
5 - Dietetic foods adapted for veterinary use; Dietetic infusions for medical use; Dietetic preparations adapted for medical purposes; Disinfectants; Hand-sanitizing preparations; Pharmaceutical agents affecting digestive organs; Pharmaceutical agents affecting metabolism; Pharmaceutical agents affecting peripheral nervous system; Pharmaceutical preparations for the treatment and prevention of anxiety, depression, inflammation, nausea, seizures, pain, muscle spasms, eating disorders and glaucoma; Pharmaceutical preparations for treating hypertension; Pharmaceutical preparations, namely, antidepressants; Pharmaceutical skin lotions; Veterinary pharmaceutical preparations for the treatment of anxiety, pain, inflammation and seizures; Balms for pharmaceutical purposes; Disinfectants for sanitary purposes; Inhaled pharmaceutical preparations for the treatment of respiratory diseases and disorders; Plant extracts for pharmaceutical purposes 31 - Dried plants; Herb seeds for planting; Live plants; Plant seeds	40 - Processing of dried plants, herbs, live plants and plant seeds; Processing of herbs	40 -	31 - Dried plants; Herb seeds for planting; Live plants; Plant seeds	30 - Dried herbs	25 - Athletic tops and bottoms for casual and recreation use; Bandanas; Hats; Pants; Sweatshirts; T-shirts	Classes & Goods (Table)
A0095732	88206128		88206122	88206119	97391549	App NO
07 Apr 2020	26 Nov 2018		26 Nov 2018	26 Nov 2018	02 May 2022	App Date
1532209		02019560				Reg No
07 Apr 2020		24 Mar 2022				Reg Date
Pending	Pending	Registered	Pending	Pending	Pending	Status
Formalized	Approved for registration	-	Approved for registration	Approved for registration TR	\DEM	Substatus ARK

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Trademark Portfolio

AAnr	Trademark	
EUTM	Jurisdiction	
5, 31	Classes	
5 - Dietetic foods adapted for veterinary use; Dietetic infusions for medical use; Dietetic preparations adapted for medical purposes; Disinfectants; Hand-sanitizing preparations; Pharmaceutical agents affecting digestive organs; Pharmaceutical agents affecting metabolism; Pharmaceutical agents affecting metabolism; Pharmaceutical preparations for the treatment and prevention of anxiety, depression, inflammation, nausea, seizures, pain, muscle spasms, eating disorders and glaucoma; Pharmaceutical preparations for treating hypertension; Pharmaceutical preparations, namely, antidepressants; Pharmaceutical skin lotions; Veterinary pharmaceutical preparations for the treatment of anxiety, pain, inflammation and seizures; Balms for pharmaceutical purposes; Disinfectants for sanitary purposes; Inhaled pharmaceutical preparations for the treatment of respiratory diseases and disorders; Plant extracts for pharmaceutical purposes 31 - Dried plants; Herb seeds for planting; Live plants; Plant seeds	Classes & Goods (Table)	
1532209	App NO	
17 Nov 2020	App Date	
1532209	Reg No	
31 Dec 2020	Reg Date	
Registered	Status	
TRADEMA	Substatus ARK	(

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Trademark

Jurisdiction

Classes

ZVV

United Kingdom

5, 31

31 - Dried plants; herb seeds for planting; live plants; plant

as components of medicated cosmetics

preserved form; medicinal herbs; plant and herb extracts sold

extracts for pharmaceutical purposes; herbs for medicinal treatment of respiratory diseases and disorders; plant purposes; inhaled pharmaceutical preparations for the for pharmaceutical purposes; disinfectants for sanitary treatment of anxiety, pain, inflammation and seizures; balms lotions; veterinary pharmaceutical preparations for the preparations, namely, antidepressants; pharmaceutical skin preparations for treating hypertension; pharmaceutical

purposes; medicinal herb extracts; medicinal herbs in dried or

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JUVA LIFE	Juva Life Confidential Trademark
Canada	Jurisdiction
35	Classes
as - Business management and consultation; Business management consultancy as well as development of processes for the analysis and the implementation of strategy plans and management projects; Business management for a trade company and for a service company; Business management of logistics for others; Business consultation and management regarding marketing activities and launching of new products; Business knowledge management services; Business project management services; Business records management services; Business records management services relating to business entity formation and associated state reporting requirements; Management and operation assistance to commercial businesses; Advisory services relating to business management and business operations; Branding services, namely, consulting, development, management and marketing of brands for businesses and/or individuals; Total quality management services, namely, business management services for establishing business quality policy and determining business means for implementing those policies to improve customer satisfaction	Trademark Portfolio Classes & Goods (Table) Ap
1568951	ortfolio App NO
23 Sep 2020	App Date
1568951	Reg No
07 Jan 2021	Reg Date
Registered	Status
TRADEM	Substatus 6
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