

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JuneShine, Inc.		12/16/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Rd.		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	98112753	COLD GOLD	
Serial Number:	97825272	EASY RIDER	
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:	7867443590		
Email:	schang@vlpawgroup.com		
Correspondent Name:	Sophia Chang		
Address Line 1:	9755 NW 52ND ST, APT 213		
Address Line 4:	DORAL, FLORIDA 33178		
NAME OF SUBMITTER:	Sophia Chang		
SIGNATURE:	/SophiaChang/		
DATE SIGNED:	11/16/2023		
Total Attachments: 5			
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OP \$65.00 98112753

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 16, 2021, by and between COMERICA BANK ("Bank") and JuneShine, 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.

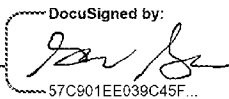
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

10051 Old Grove Road
San Diego, CA 92131
Attn: Mitchell Hall, VP of Finance

JUNESHINE, INC.

By:  _____
57C901EE039C45F...

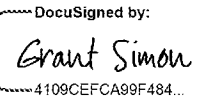
Name: Gregory R. Serrao
Title: Chief Executive Officer

BANK:

Address of Bank:

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

COMERICA BANK

By:  _____
4109CEFCA99F484...

Name: Grant Simon
Title: Vice President

With a copy to:

Comerica Bank
Three Embarcadero Center, Suite 1350
San Francisco, CA 94111
Attn: Grant Simon
Fax: (313) 222-3953

EXHIBIT A

Copyrights

Description

NONE

Registration
Number

Registration
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
JUNESHINE	87660706 5692860	10/26/2017 03/05/2019
JUNESHINE	97191531 6962664	12/27/2021 01/24/2023
JUNESHINE	97191518	12/27/2021
PLEASE EARTH RESPONSIBLY	97711137	12/09/2022
PLEASE EARTH RESPONSIBLY	97711133	12/09/2022
PLEASE EARTH RESPONSIBLY	97711128	12/09/2022
PLEASE EARTH RESPONSIBLY	97711125	12/09/2022
COLD GOLD	98112753	08/02/2023
EASY RIDER	97825272	03/06/2023