

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1205317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLI NUTRITION INC.		04/23/2024	Corporation: CANADA
RECEIVING PARTY DATA			
Company Name:	SIENA LENDING GROUP LLC		
Street Address:	9 W Broad Street		
Internal Address:	Suite 540		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	88260529	GOLI	
Serial Number:	88261174	GOLI NUTRITION	
Serial Number:	88976746	TASTE THE APPLE. NOT THE VINEGAR.	
Serial Number:	97774872	TASTE YOUR GOALS	
Serial Number:	88976287	GOLI	
Serial Number:	88976981	GOLI	
Serial Number:	88335527	G	
Serial Number:	88335537	G	
Serial Number:	88261179	TASTE THE APPLE. NOT THE VINEGAR.	
Serial Number:	88335489	GOLI	
Serial Number:	87601860	MYBITE	
Serial Number:	88726699	HEALTH, MADE HAPPY	
Serial Number:	87912379	IT'S THE VITAMIN YOU'VE BEEN WAITING FOR	
Serial Number:	87695580	GOOD BONES	
Serial Number:	87709238	HEALTH MADE HAPPY	
Serial Number:	87695594	SWEET ZZZZ	
CORRESPONDENCE DATA			

OP \$415.00.00 88260529

Fax Number: 4165958695

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: 4165957913

Email: kdurell@millerthomson.com

Correspondent Name: Dr. Karen Durell

Address Line 1: 40 King St W

Address Line 2: Suite 5800

Address Line 4: Toronto, CANADA M5H 3S1

ATTORNEY DOCKET NUMBER:	0235202.0010
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NAME OF SUBMITTER:	Karen Durell
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SIGNATURE:	Karen Durell
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DATE SIGNED:	05/01/2024
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Goli Nutrition Inc., a Canadian company having its registered office at 2205 Boulevard Côte Vertu Ouest, Suite 200, Montréal, Québec, H4R 1N8 (the "**Grantor**") hereby pledges and grants to Siena Lending Group LLC, a limited liability company having its registered office at 9 W Broad Street, Suite 540, Stamford, Connecticut, 06902 (the "**Secured Party**"), a continuing security interest in and to all of the right, title and interest of Grantor in, to and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule A hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule B hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;

to secure the payment and performance of all Secured Obligations of the Grantor in favor of the Secured Party, as set out in the Security Agreement, dated on or about the date hereof, as the same may be amended, modified or restated from time to time (the "**Security Agreement**"). The rights and remedies of the Secured Party with respect to the security interests granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

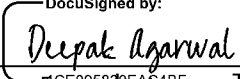
THEREFORE, the Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other government officials to record and register this agreement upon request by the Secured Party.

This Intellectual Property Security Agreement may be executed in counterparts (and by different parties hereto in 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 to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement. This Intellectual Property Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Intellectual Property Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Intellectual Property Security Agreement as of April 23, 2024.

GOLI NUTRITION INC.

Per: 
Name: Deepak Agarwal
Title: Director

[Signature Page to US Intellectual Property Security Agreement – Goli Nutrition Inc.]

SCHEDULE B**UNITED STATES PATENT AND TRADEMARK OFFICE - Trademarks**

Owner	Trademark	US Serial No.	US Registration Number	Status	Filing Date	Registration Date
Goli Nutrition Inc.	GOLI	88260529	N/A	Pending - Suspension check completed. Application remains suspended.	Jan. 14, 2019	N/A
Goli Nutrition Inc.	GOLI NUTRITION	88261174	N/A	Pending - Suspension check completed. Application remains suspended.	Jan. 14, 2019	N/A
Goli Nutrition Inc.	TASTE THE APPLE. NOT THE VINEGAR.	88976746	6255560	Registered	Jan. 14, 2019	Jan. 26, 2021
Goli Nutrition Inc.	TASTE YOUR GOALS	97774872	7309796	Registered	Jan. 31, 2023	Feb. 20, 2024
Goli Nutrition Inc.	GOLI	88976287	6047784	Registered	Jan. 14, 2019	May 05, 2020
Goli Nutrition Inc.	GOLI	88976981	7282702	Registered	Mar. 12, 2019	Jan. 23, 2024
Goli Nutrition Inc.	G	88335527	N/A	Pending - A non-final Office action has been sent (issued) to the applicant.	Mar. 12, 2019	N/A

Owner	Trademark	US Serial No.	US Registration Number	Status	Filing Date	Registration Date
Goli Nutrition Inc.	G	88335537	N/A	Pending - A suspension inquiry has been sent (issued) to the applicant	Mar. 12, 2019	N/A
Goli Nutrition Inc.	TASTE THE APPLE. NOT THE VINEGAR.	88261179	N/A	Pending - Application was abandoned in error. It has been reinstated and is awaiting further action.	Jan. 14, 2019	N/A
Goli Nutrition Inc.	GOLI	88335489	N/A	Pending - Application revived and is awaiting further action.	Mar. 12, 2019	N/A
Goli Nutrition Inc.	MYBITE	87601860	5587729	Registered	Sep. 08, 2017	Oct. 16, 2018
Goli Nutrition Inc.	HEALTH, MADE HAPPY	88726699	6160088	Registered	Dec. 13, 2019	Sep. 22, 2020
Goli Nutrition Inc.	IT'S THE VITAMIN YOU'VE BEEN WAITING FOR	87912379	5915750	Registered	May 08, 2018	Nov. 19, 2019
Goli Nutrition Inc.	GOOD BONES	87695580	5587960	Registered	Nov. 22, 2017	Oct. 16, 2018

Owner	Trademark	US Serial No.	US Registration Number	Status	Filing Date	Registration Date
Goli Nutrition Inc.	HEALTH MADE HAPPY	87709238	5613458	Registered	Dec. 05, 2017	Nov. 20, 2018
Goli Nutrition Inc.	SWEET ZZZZ	87695594	5587961	Registered	Nov. 22, 2017	Oct. 16, 2018