

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6314684

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SAJE NATURAL BUSINESS INC.	07/20/2020
RECEIVING PARTY DATA		
Name:	BANK OF MONTREAL	
Street Address:	595 BURNARD STREET, 6TH FLOOR	
City:	VANCOUVER, B.C.	
State/Country:	CANADA	
Postal Code:	V7X1L7	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	D853546	
CORRESPONDENCE DATA		
Fax Number:	(503)220-2480	
<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:	503-224-3380	
Email:	alfredo.villanueva@stoel.com, kris.fiarito@stoel.com	
Correspondent Name:	ALFREDO VILLANUEVA	
Address Line 1:	760 SW NINTH AVENUE	
Address Line 2:	SUITE 3000	
Address Line 4:	PORTLAND, OREGON 97205-2586	
ATTORNEY DOCKET NUMBER:	11756/1201	
NAME OF SUBMITTER:	ALFREDO VILLANUEVA	
SIGNATURE:	/Alfredo Villanueva/	
DATE SIGNED:	09/23/2020	
Total Attachments: 6		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

(SAJE NATURAL BUSINESS INC.)

TO: **BANK OF MONTREAL**, in its capacity as administrative agent, collateral agent, syndication agent and documentation agent (the “**Agent**”) for and on behalf of and for the benefit of the Lenders (as defined below)

DATE: July 20, 2020

RECITALS:

- A. The undersigned (the “**Obligor**”), as borrower, certain other loan parties from time to time party thereto, the lenders from time to time party thereto, as lenders, and the Agent, as administrative agent, collateral agent, syndication agent and documentation agent, are parties to the Credit Agreement (as defined below);
- B. Pursuant to the Credit Agreement, the Obligor entered into a general security agreement dated as of October 21, 2016, as amended by an omnibus acknowledgement and amending agreement dated as of July 2, 2020 (as may be further amended, supplemented or otherwise modified from time to time, the “**General Security Agreement**”) in favour of the Agent, whereby the Obligor granted a security interest in all present and after-acquired personal property of the Obligor, including all patents, trademarks, copyrights, and all other intellectual property.
- C. As additional security for the Obligations (as defined below), the Obligor has agreed to enter into this Agreement.

FOR VALUE RECEIVED and intending to be legally bound by this intellectual property security agreement (the “**Agreement**”), the Obligor agrees as follows:

1. INTERPRETATION


- 1.1 In this Agreement, unless the context expressly or by necessary implication requires otherwise, the following words and phrases will have the meanings set forth below. All capitalized terms used herein that are not otherwise defined shall have the meanings set out in the Credit Agreement.
 - (a) “**Lenders**” has the meaning ascribed to it in the Credit Agreement. Any reference to the “the Lenders” shall be interpreted as referring to “the Lenders or any one of them”.
 - (b) “**Credit Agreement**” means the third amended and restated credit agreement dated as of the date hereof among the Obligor, as borrower, the loan parties from time to time party thereto, the lenders party thereto, as lenders, and the Agent, as administrative agent, collateral agent, syndication agent and documentation agent, as may be amended, restated, supplemented, modified or replaced from time to time.
 - (c) “**Obligations**” has the meaning ascribed thereto in the Credit Agreement.
- 1.2 Conflict with Credit Agreement. If there is any conflict or inconsistency between the terms of the Credit Agreement and the terms of this Agreement, the provisions of the Credit Agreement shall govern to the extent necessary to remove the conflict or inconsistency.

- 1.3 Other Interpretive Rules. Any rights or benefits stated to accrue to the benefit of the Agent shall accrue to the benefit of the Agent for and on behalf of and for the benefit of the Lenders and any decision, determination or other action required or permitted to be made or taken by the Agent shall be interpreted to mean that decision, determination or other action made or taken in accordance with the provisions of the Credit Agreement.
2. **GRANT OF SECURITY, ETC.**
- 2.1 Grant of Security As security for payment and performance of the Obligations, the Obligor mortgages, charges, assigns, transfers and pledges to the Agent as a fixed and specific mortgage and charge, and grants the Agent a security interest in, all of the Obligor's right, title and interest in and to all trademarks, patents, industrial designs, copyrights, internet domain names and all other intellectual property (collectively, the "**Intellectual Property**") now owned or at any time hereafter acquired by the Obligor or in which the Obligor now has or at any time in the future may acquire any right, title or interest (including, without limitation, all Intellectual Property listed on **Schedule "A"** hereto).
- 2.2 Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the United States Copyright Office, or such other office or registry as may be appropriate from time to time.
- 2.3 Acknowledgment. The Obligor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property are more fully set forth in the General Security Agreement, the terms and conditions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- 2.4 Governing Law. This Agreement and any dispute arising from or in relation to this Agreement shall be governed by, and interpreted and enforced in accordance with, the law of the Province of British Columbia and the laws of Canada applicable therein, excluding the conflict of law rules of that province.

[Signature page follows – remainder of page is intentionally blank]

IN WITNESS OF WHICH, the Obligor has duly executed this Agreement as of the date first above written.

SAJE NATURAL BUSINESS INC.,
by its authorized signatory:

By: _____
Name: Avik Pramanik
Title: Authorized Person




SCHEDULE A

INTELLECTUAL PROPERTY

A. Trademarks, trademark registrations, and pending applications





i. *Registered Trademarks*

The following is a list of registered trademarks owned by the Obligor:

Description	Registration Number	Country	Registration Date	Expiration Date
SAJE NATURAL WELLNESS	1788752	Australia	August 10, 2016	August 10, 2026
SAJE	6006623	Japan	December 22, 2017	December 22, 2027
Saje (stylized design) 	6006624	Japan	December 22, 2017	December 22, 2027
SAJE	40-1355684	Korea	May 2, 2018	May 2, 2028
SAJE (stylized design) 	40-1355687	Korea	May 2, 2018	May 2, 2028
SAJE NATURAL WELLNESS	40-1355680	Korea	May 2, 2018	May 2, 2028
SAJE NATURAL WELLNESS (Class 3)	1699492	Mexico	November 24, 2016	August 16, 2026
SAJE NATURAL WELLNESS (Class 11)	1713706	Mexico	January 20, 2017	September 26, 2026
SAJE NATURAL WELLNESS (Class 35)	1700955	Mexico	November 28, 2016	August 16, 2026
ARRIVE REVIVED	5,786,223	USA	June 25, 2019	June 25, 2025
NATURE'S MEDICINE	5,542,125	USA	August 14, 2018	August 14, 2024
WELL NOW (stylized design) 	5,620,765	USA	December 4, 2018	December 4, 2024
WELL NOW	5,620,741	USA	December 4, 2018	December 4, 2024

ii. *Trademark applications*

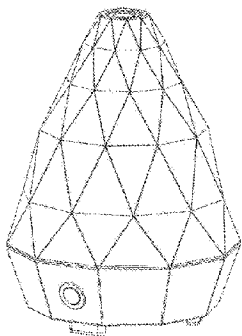
The following is a list of trademark applications filed by the Obligor:

Description	Application Number	Country	Filing Date	Status
ARRIVE REVIVED	1927774	Canada	October 29, 2018	Filed – Awaiting examination
SAJE (standard characters)	1,882,367	Canada	February 9, 2018	Advertised
SNORE NO MORE	1,997,675	Canada	November 25, 2019	Filed – Awaiting examination
TRANQUILITY	1,990,459	Canada	October 16, 2019	Filed – Awaiting examination
WELL NOW	1,882,247	Canada	February 8, 2018	Searched
WELL NOW (stylized design) 	1,882,370	Canada	February 9, 2018	Pending
 (Class 3)	45902242	China	April 29, 2020	Filed – Awaiting Examination
 (Class 11)	45929084	China	April 29, 2020	Filed – Awaiting Examination
 (Class 21)	46021035	China	May 6, 2020	Filed – Awaiting Examination
SAJE NATURAL WELLNESS (Class 3)	45921638	China	April 29, 2020	Filed – Awaiting Examination
SAJE NATURAL WELLNESS (Class 11)	45911406	China	April 29, 2020	Filed – Awaiting Examination
SAJE NATURAL WELLNESS (Class 21)	46029719	China	May 6, 2020	Filed – Awaiting Examination

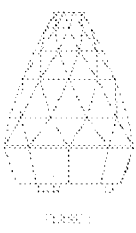
Description	Application Number	Country	Filing Date	Status
SAJE (Standard Characters)	87,796,298	USA	February 13, 2018	In Suspension – Awaiting Canadian Registration

B. Patents, patent applications, industrial designs, and industrial design applications

i. Patents

Owner	Description	Registration Number	Country	Registration Date
Borrower		D853,546	USA	November 29, 2016

ii. Industrial Designs

Owner	Description	Registration Number	Country	Registration Date
Borrower	<p>NEBULIZER</p> 	168678	Canada	January, 20, 2017

C. Copyright applications and registrations

Nil.

D. Domain Names

Nil.