

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7319007

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BRUUSH ORAL CARE INC.	04/21/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	IONIC VENTURES, LLC
<b>Street Address:</b>	3053 FILLMORE STREET, SUITE 256
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94123
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D866980
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	2027751216
<b>Email:</b>	cmcwhinney@sullivanlaw.com
<b>Correspondent Name:</b>	CHRISTOPHER MCWHINNEY
<b>Address Line 1:</b>	1666 K ST, NW
<b>Address Line 2:</b>	SULLIVAN & WORCESTER LLP
<b>Address Line 4:</b>	WASHINGTON, D.C. 20006
<b>ATTORNEY DOCKET NUMBER:</b>	27623.0012
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER MCWHINNEY
<b>SIGNATURE:</b>	/Christopher McWhinney/
<b>DATE SIGNED:</b>	05/07/2022
<b>Total Attachments: 5</b>	
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## PATENT SECURITY AGREEMENT

This **Patent Security Agreement**, dated as of April 21, 2022, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Ionic Ventures, LLC, a California limited liability company with an address at 3053 Fillmore Street, Suite 256, San Francisco, California 94123, as lender (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

### WITNESSETH:

**WHEREAS**, pursuant to the Purchase Agreement, dated as of April 21, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”), between the Company, various purchasers listed therein (together with their successors and permitted assigns, the “**Purchasers**”) and the Collateral Agent, the Purchasers have agreed to purchase secured notes from the Company upon the terms and subject to the conditions set forth therein and the Collateral Agent has agreed to act as collateral agent of the Purchasers; and

**WHEREAS**, each Grantor (other than the Company) has guaranteed the Obligations (as defined in the Purchase Agreement) of the Company and other Company Parties (as defined in the Purchase Agreement) and all of the Grantors are party to an Amended and Restated Security Agreement dated April 21, 2022 (the “**Security Agreement**”) pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Collateral Agent to enter into the Purchase Agreement and to induce the initial Purchasers to make purchase notes from the Company thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

**Section 1. Defined Terms.** Capitalized terms used herein without definition have the meanings ascribed to such terms in the Security Agreement.

**Section 2. Grant of Security Interest in Patent Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Purchaser Parties, and grants to the Collateral Agent for the benefit of the Purchaser Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Patent Collateral**”):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on **Schedule 1** hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3. Security Agreement.** The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and

remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**Section 4. Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

**Section 5. Counterparts.** This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 6. Governing Law.** This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Nevada.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BRUSH ORAL CARE INC.,  
a corporation organized under the laws of British  
Columbia,  
128 West Hastings Street, Unit 210  
Vancouver, British Columbia V6B 1G8  
Canada  
as Grantor

DocuSigned by:  
By: Anil Singh Manhas  
Anil Singh Manhas  
Title: Chief Executive officer

Date of Execution: April 21, 2022

ACKNOWLEDGMENT OF GRANTOR

STATE OF )  
 ) ss.  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2022 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of \_\_\_\_\_, who being by me duly sworn did depose and say that he is an authorized officer of said [corporation][limited liability company], that the said instrument was signed on behalf of said [corporation][limited liability company] as authorized by its [Board of Directors][Board of Managers] and that he acknowledged said instrument to be the free act and deed of said [corporation][limited liability company].

\_\_\_\_\_  
Notary Public

**SCHEDULE 1 TO  
PATENT SECURITY AGREEMENT**

**Patent Registrations**

A. REGISTERED PATENTS

<u>Patent</u>	<u>Country</u>	<u>Matter Type</u>	<u>Patent No.</u>	<u>Status</u>
TOOTHBRUSH	Canada	Industrial Design	179801	Registered December 13, 2018
TOOTHBRUSH	United States of America	Design Patent	D866,980	Granted November 19, 2019

B. PATENT APPLICATIONS

N/A

C. IP LICENSES

N/A