

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7868128

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MARAVILLA, LLC	03/16/2023
RECEIVING PARTY DATA	
Name:	HOWARD FOUNDATION HOLDINGS LIMITED
Street Address:	17 CRICKETERS APPROACH
Internal Address:	WRENTHORPE, WAKEFIELD
City:	WEST YORKSHIRE
State/Country:	UNITED KINGDOM
Postal Code:	WF2 0JH
Name:	THE HOWARD FOUNDATION
Street Address:	52 WOODPECKER WAY
City:	WITNEY
State/Country:	UNITED KINGDOM
Postal Code:	OX28 6NN
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	14093929
Application Number:	14618252
Application Number:	15213856
Application Number:	15980083
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>	
Email:	Dykema-Patents@dykema.com
Correspondent Name:	REED R. HEIMBECHER
Address Line 1:	90 SOUTH SEVENTH STREET
Address Line 2:	4000 WELLS FARGO CENTER
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	097742-000002

NAME OF SUBMITTER:	CARYN KUNS
SIGNATURE:	/Caryn Kuns/
DATE SIGNED:	03/27/2023
Total Attachments: 12 source=Patent and Trademark Security Agreement#page1.tif source=Patent and Trademark Security Agreement#page2.tif source=Patent and Trademark Security Agreement#page3.tif source=Patent and Trademark Security Agreement#page4.tif source=Patent and Trademark Security Agreement#page5.tif source=Patent and Trademark Security Agreement#page6.tif source=Patent and Trademark Security Agreement#page7.tif source=Patent and Trademark Security Agreement#page8.tif source=Patent and Trademark Security Agreement#page9.tif source=Patent and Trademark Security Agreement#page10.tif source=Patent and Trademark Security Agreement#page11.tif source=Patent and Trademark Security Agreement#page12.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of March 16, 2023 (the "Agreement"), by and between Maravilla, LLC, a Michigan limited liability company ("Debtor"), Howard Foundation Holdings Limited, a corporation incorporated and registered in England and Wales ("HFH"), and Julie Lambert, Alice Fleet and David Thurnham, each as Trustees of The Howard Foundation (the "Foundation"; together with HFH, the "Secured Party").

WITNESSETH:

WHEREAS, Debtor has entered into that certain Assignment of Patents, Trade Marks and Other Intellectual Property Rights in favor of Secured Party dated as of the same date as this Agreement (as amended, restated, renewed, extended or modified, the "Assignment"), pursuant to which HFH has assigned to Debtor the Assigned Rights (as defined in the Assignment), and the Foundation has assigned to Debtor the Current and Future IP Rights (as defined in the Assignment), in consideration of Debtor's payment to HFH and the Foundation, respectively, of the sums set out in the Assignment;

WHEREAS, Debtor has entered into that certain Security Agreement dated as of the same date as this Agreement (as amended, restated, modified or supplemented from time to time, the "Security Agreement"), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest (and second-priority lien and security interest, as applicable) in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to HFH's obligations to assign the Assigned Rights (as defined in the Assignment) to Debtor, and HFH's extension of credit to Debtor to pay the consideration in connection with such assignment, under the Assignment, HFH requires that Debtor grant to HFH a continuing first-priority security interest in, and lien on, all of the IP Collateral (defined below);

WHEREAS, as a condition to the Foundation's obligations to assign such certain current and future Intellectual Property Rights (as defined in the Assignment) to Debtor, and the Foundation's extension of credit to Debtor to pay the consideration in connection with such assignment, under the Assignment, the Foundation requires that Debtor grant to the Foundation a continuing second-priority security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Party to assign the Assigned Rights (as defined in the Assignment) and to extend credit to Debtor pursuant to the Assignment, Debtor agrees, for the benefit of Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or in Exhibit A hereto or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Assignment or in the UCC (as applicable); provided that, if the definition given to such term in the Assignment conflicts with the definition given to such term in the UCC, the UCC definition shall control to the extent legally allowable.

SECTION 2. Grant of Security Interest; Obligations Secured. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligations, Debtor does hereby mortgage, pledge and grant to Secured Party a continuing security interest in, and lien on, all of the following property of Debtor (the "IP Collateral"), whether now or hereafter owned, acquired, existing or arising in the future:

(a) all of its patents, patent applications, and patent licenses referred to on ***Schedule 1*** hereto (collectively, the "Patents");

(b) all of its trademarks, trademark applications, and any related licenses referred to on ***Schedule 1*** hereto, all common law rights associated with the foregoing, and all rights of priority associated with the foregoing, together with all goodwill associated therewith or symbolized thereby (collectively, the "Trademarks");

(c) the absolute entitlement to any Patents and/or Trademarks granted pursuant to any of the applications comprised in the Patents and the Trademarks, including all patents granted from future patent applications that claim the benefit of the filing date of any of the Patents;

(d) all goodwill attaching to the Trademarks and that part of Debtor's business that relates to the goods or services in respect of which the Trademarks are registered or used;

(e) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents and the Trademarks whether occurring before, on, or after the date of this Agreement;

(f) all files in the possession or control of the Debtor related to the filing, prosecution and acquisition of the Patents and the Trademarks, whether such files are maintained by Debtor, legal counsel responsible for the filing, prosecution and/or acquisition of such Patents and Trademarks;

(g) all reissues, continuations or extensions of the foregoing; and

(h) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

Notwithstanding anything contained herein to the contrary, 'IP Collateral' shall not include any "intent to use" trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted (but such applications shall automatically be IP Collateral without further action by any party once an amendment to allege use or a statement of use is filed and accepted).

For the purposes of this Agreement, "Obligations" means all debts, liabilities and other obligations of every kind of Debtor to Secured Party at any time under or in connection with this Agreement, the Assignment and the Security Agreement, including, without limitation, all principal, interest, late charges, fees (including, but not limited to, reasonable attorneys' fees and legal expenses), expenses, indemnities and all other amounts payable by Debtor to Secured Party thereunder or in connection therewith and all advances, loans and extensions of credit made by Secured Party to Debtor under this Agreement, the Assignment, the Security Agreement or otherwise, whether now existing or hereafter arising, whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether arising or liquidated before or after a termination of this Agreement or the Assignment or the Security Agreement pursuant to their respective terms, together with any extensions, modifications, renewals or refinancings of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

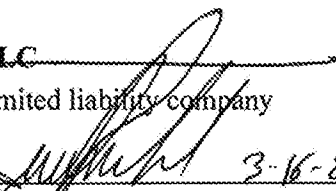
SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

SECTION 6. Assignability; Binding Effect. Neither this Agreement nor any interest herein may be assigned in whole or in part by Debtor without obtaining the prior written consent of Secured Party. The provisions of this Agreement will be binding upon and will inure to the benefit of the parties' successors and permitted assigns, respectively, but this provision will not constitute a consent by Secured Party to assignment by Debtor otherwise prohibited by the preceding sentence.

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

DEBTOR:

Maravilla, LLC
a Michigan limited liability company

By:  3-16-23
Name: Frederic Jouhet
Title: Manager

By: _____
Name: Carlos Torres
Title: Manager

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

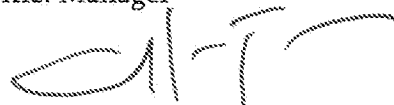
DEBTOR:

Maravilla, LLC
a Michigan limited liability company

By: _____

Name: Frederic Jouhet

Title: Manager



By: _____

Name: Carlos Torres

Title: Manager

[Debtor Signature Page – Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

SECURED PARTY:

Howard Foundation Holdings Limited

a corporation incorporated and registered in England and Wales

DocuSigned by:
By: Jonathan Howard
Name: Jonathan Howard
Title: Director

The Howard Foundation

DocuSigned by:
By: Julie Lambert
Name: Julie Lambert
Title: Trustee

DocuSigned by:
By: Alice Fleet
Name: Alice Fleet
Title: Trustee

DocuSigned by:
By: D. Thurnham
Name: David Thurnham
Title: Trustee

[Secured Party Signature Page – Patent and Trademark Security Agreement]

EXHIBIT A

“State” means the State of Michigan.

“UCC” means the Uniform Commercial Code, including each such provision as it may subsequently be renumbered, as enacted in the State, as amended at the time in question.

Schedule 1
to
Patent and Trademark Security Agreement

Patents and Patent Applications

Country	Priority No.	Priority Date	Application Date	Application No.	Publication No.	Grant Date	Grant No.
Ireland	1300055.9	03/01/2013	23/12/2013	2013/0391	2013/0391	10/04/2015	86532
South Africa	1300055.9	03/01/2013	24/12/2013	2015/03834		26/07/2017	2015/03834
Austria	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(AT)
Australia	1111624.1	07/07/2011	05/07/2012	2012280056		27/04/2017	2012280056
Belgium	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(BE)
Canada	1111624.1	07/07/2011	05/07/2012	2,837,047		23/04/2019	2,837,047
Switzerland	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(CH)
Germany	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	602012046883.1
Denmark	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(DK)
Spain	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(ES)
France	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(FR)
United Kingdom	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(GB)
Ireland	1111624.1	07/07/2011	06/07/2012	2012/0309	2012/0309	14/11/2013	86314
Italy	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	502018000022185
Luxembourg	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(LU)
Mexico	1111624.1	07/07/2011	05/07/2012	MX/a/2014/000067		13/07/2017	349133
Netherlands	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(NL)
Norway	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(NO)
New Zealand	1111624.1	07/07/2011	05/07/2012	618728		30/03/2016	618728
Sweden	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(SE)
South Africa	1111624.1	07/07/2011	05/07/2012	2013/08762		28/01/2015	2013/08762
Ireland	1111624.1	07/07/2011	25/10/2013	2013/0325	2013/0325	25/08/2015	86584
USA	1111624.1	07/07/2011	06/07/2012	14/093,929	2014/0120175	24/02/2015	8,962,043
South Africa	1111624.1	07/07/2011	05/07/2012	2014/08422		31/08/2016	2014/08422
USA	1111624.1	07/07/2011	06/07/2012	14/618,252	2015/0297533	11/10/2016	9,463,167
USA	1111624.1	07/07/2011	06/07/2012	15/213,856	2016/0324800	28/03/2017	9,603,813
Austria	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(AT)
Belgium	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(BE)
Switzerland	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(CH)
Germany	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	602012072401.3
Denmark	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(DK)
Spain	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(ES)
France	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(FR)
United Kingdom	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(GB)
Italy	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	50202000010591

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

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Luxembourg	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(LU)
Netherlands	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(NL)
Norway	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(NO)
Sweden	1111624.1	07/07/2011	05/07/2012	18167176.9	3372280	16/09/2020	3372280 EP(SE)
Ireland	1111624.1	07/07/2011	05/07/2012	12735605.3	2729217	30/05/2018	2729217 EP(IE)
Australia	1720119.5	04/12/2017	10/05/2018	2018379644			
Canada	1720119.5	04/12/2017	10/05/2018	3,071,786			
Europe	1720119.5	04/12/2017	10/05/2018	18725605.2	3644979		
United Kingdom	1720119.5	04/12/2017	10/05/2018	1807590.3	2568986	18/12/2019	2568986
Ireland	1720119.5	04/12/2017	15/05/2018	2018/0146	87241	15/06/2021	87241
India	1720119.5	04/12/2017	10/05/2018	2020370055 43			
New Zealand	1720119.5	04/12/2017	10/05/2018	761512			
Singapore	1720119.5	04/12/2017	10/05/2018	1120200078 6R		16/09/2021	11202000786R
Thailand	1720119.5	04/12/2017	10/05/2018	2001001278			
USA	1720119.5	04/12/2017	15/05/2018	15/980,083	2019/016762 4	17/11/2020	10,835,509
South Africa	1720119.5	04/12/2017	10/05/2018	2020/00558			

Registered Trademarks and Trademark Applications

Country/ region	Mark	Application or registration number	Filing or regn date	Classes	Specification of goods or services
USA	LuteinPlus	2837136	20 November 2002	5	Nutritional supplements for the prevention of age related macular degeneration; dietary supplements, fruit and vegetable preparations used as antioxidants.
USA	Mz	2884994	20 November 2002	5	Vitamins and minerals sold as an integral component of nutritional supplements for the prevention of age related macular degeneration; vitamins and minerals sold as an integral component of dietary supplements and fruit and vegetable preparations used as antioxidants.
European Union	Mz	012138004	13 September 2013	5	Nutritional supplements; dietary supplements; food supplements in the form of fruit and vegetable preparations used as antioxidants; nutritional and dietary supplements for ocular health and the prevention of age-related macular degeneration; nutritional and dietary supplements for the prevention of mental

					degeneration.
United Kingdom	Mz	UK00912138004	13 September 2013	5	Nutritional supplements; dietary supplements; food supplements in the form of fruit and vegetable preparations used as anti-oxidants; nutritional and dietary supplements for ocular health and the prevention of age-related macular degeneration; nutritional and dietary supplements for the prevention of mental degeneration.
USA	Nutri-Mz	4299940	19 May 2011	5	Nutritional and dietary supplements for ocular health and the prevention of age-related macular degeneration
USA	Nutri-Mz logo	5965090	18 January 2019	5	Nutritional and dietary supplements for ocular health and improved visual performance, and the prevention of age-related macular degeneration and of Alzheimer's Disease
European Union	NutriMz	008681132	12 November 2009	5	Nutritional supplements; dietary supplements; food supplements in the form of fruit and vegetable preparations used as anti-oxidants; nutritional and dietary supplements for ocular health and the prevention of age-related macular degeneration.
United Kingdom	NutriMz	UK00908681132	12 November 2009	5	Nutritional supplements; dietary supplements; food supplements in the form of fruit and vegetable preparations used as anti-oxidants; nutritional and dietary supplements for ocular health and the prevention of age-related macular degeneration.
Mexico	NutriMz	1196421	13 January 2011	5	nutritional supplements • dietary supplements • food supplements in the form of fruit and vegetable preparations used as antioxidants • nutritional and dietary supplements for eye health and prevention of age-related macular degeneration.
European Union	Nutri-Mz	009952888	9 May 2011	5	Nutritional supplements; dietary supplements; food supplements in the form of fruit and vegetable preparations used as anti-oxidants; nutritional and dietary supplements for

					ocular health and the prevention of age-related macular degeneration; none of the foregoing goods containing enzymes serving as facilitators for the digestion of food.
United Kingdom	Nutri-Mz	UK00909952888	9 May 2011	5	Nutritional supplements; dietary supplements; food supplements in the form of fruit and vegetable preparations used as anti-oxidants; nutritional and dietary supplements for ocular health and the prevention of age-related macular degeneration; none of the foregoing goods containing enzymes serving as facilitators for the digestion of food.
European Union	Nutri-Mz logo	018011159	9 May 2011	5	Nutritional supplements; dietary supplements; food supplements in the form of fruit and vegetable preparations used as anti-oxidants; nutritional and dietary supplements for ocular health and the prevention of age-related macular degeneration; none of the foregoing goods containing enzymes serving as facilitators for the digestion of food.
United Kingdom	Nutri-Mz logo	UK00918011159	17 January 2019	5	Nutritional supplements; dietary supplements; food supplements in the form of fruit and vegetable preparations used as anti-oxidants; nutritional and dietary supplements for ocular health and improved visual performance, and the prevention of age-related macular degeneration and of Alzheimer's Disease; none of the foregoing goods containing enzymes serving as facilitators for the digestion of food.
Worldwide	Nutri-Mz logo	1480391	13 May 2013	5	nutritional supplements • dietary supplements • food supplements in the form of fruit and vegetable preparations used as anti-oxidants • nutritional and dietary supplements for ocular health and improved visual performance, and the prevention of age-related macular degeneration and of

					alzheimer's disease • none of the foregoing goods containing enzymes serving as facilitators for the digestion of food
China	Nutri-Mz logo	42972693	12 November 2019	5	Nutritional supplements (excluding enzymes that can promote food digestion). Dietary supplements (excluding enzymes that promote food digestion). Fruit and vegetable preparations are used as food supplements of antioxidants (excluding enzymes that can promote food digestion). Nutritional and dietary supplements for visual health and visual function improvement, age-related macular degeneration and Alzheimer's disease prevention (excluding enzymes that can promote food digestion)