

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI2219

<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>
Sonic Milling Systems Ltd.	12/29/2023
<b>RECEIVING PARTY DATA</b>	
<b>Individual Name:</b>	Glenn Kirkpatrick (Agent)
<b>Street Address:</b>	3629 159A Street
<b>City:</b>	Surrey
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	V3S 0P1
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9615595
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	5136516981
<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>	(513)651-6106
<b>Email:</b>	jsiderits@fbtlaw.com,arogers@fbtlaw.com
<b>Correspondent Name:</b>	Jonathan M. Siderits
<b>Address Line 1:</b>	Great American Tower
<b>Address Line 2:</b>	301 East Fourth Street, Suite 3300
<b>Address Line 4:</b>	Cincinnati , OHIO 45202
<b>NAME OF SUBMITTER:</b>	Angela Rogers
<b>SIGNATURE:</b>	Angela Rogers
<b>DATE SIGNED:</b>	02/05/2024
<b>Total Attachments: 10</b>	
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of the 29th day of December, 2023, by and between Sonic Milling Systems Ltd., a Canadian corporation, with its principal place of business at 800 – 1801 Hamilton Street, Regina, Saskatchewan, S4P 4B4 (the “**Grantor**”) and Glenn Kirkpatrick, an individual resident in British Columbia, solely in his capacity as administrative agent for all lenders (the “**Lenders**”) under the Loan Agreement (as hereinafter defined) (the “**Agent**”).

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations (the “**Loans**”) to Pacific Ridge Trading Corp. (“**Pacific Ridge**”), a corporation incorporated under the laws of Saskatchewan and of which the Grantor is a wholly-owned subsidiary, in the amounts and manner set forth in that certain loan agreement by and among the Lenders, the Agent and Pacific Ridge, dated as of the date hereof (as the same may be further amended, restated, modified, supplemented or replaced from time to time, the “**Loan Agreement**”). Unless otherwise specified, capitalized terms used herein are used as defined in the Loan Agreement.

B. The Lenders are willing to make the Loans to Pacific Ridge, but only upon the condition, among others, that the Grantor shall grant to the Agent a security interest in the Grantor’s Intellectual Property Collateral (as defined below) to secure the obligations.

C. Pursuant to the terms of the Loan Agreement and that certain general security agreement executed by the Grantor in favour of the Agent dated as of the date hereof (as the same may be further amended, restated, modified, supplemented or replaced from time to time, the “**Security Agreement**”), the Grantor has granted to the Agent a security interest in all of the Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Grantor’s obligations to the Lenders and the Agent, the Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the Grantor’s obligations to the Lenders and the Agent under, in connection with or with respect to the Loan Agreement and the Security Agreement, the Grantor grants and pledges to the Agent a continuing security interest in all of the Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All industrial designs, whether registered or unregistered, industrial design applications and like protections including without limitation the industrial design and industrial design applications set forth on Exhibit D (collectively, the “**Industrial Designs**”);

(g) All mask works or similar rights available for the protection of integrated circuit topographies, now owned or hereafter acquired, including, without limitation those set forth on Exhibit E attached hereto (collectively, the “**Mask Works**”);

(h) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(i) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, Industrial Designs or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(j) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Industrial Designs or Mask Works; and

(k) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. The Grantor authorizes the Canadian Intellectual Property Office, United States Patent and Trademark Office, the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request of the Agent.

3. Authorization. The Grantor hereby authorizes the Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which the Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated herein by reference. The provisions of the Loan Agreement shall supersede and have control over any conflicting or inconsistent provision herein. The rights and remedies of the Lenders and the Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. This Agreement and the security interest granted herein shall automatically terminate when the Loan Agreement and the Security Agreement are terminated, and the Lenders have no further obligations to extend credit to Pacific Ridge under the Loan Agreement.

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This 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 Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule. Notwithstanding the foregoing, the parties agree that the Limitation of Civil Rights Act, Saskatchewan, shall have no application to this Agreement or to any agreement or instrument renewing or extending or collateral to this Agreement.

**[Signature Page to Follow]**

**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:

**SONIC MILLING SYSTEMS LTD.**

Per: Ken Grenier

Name: Kenneth Grenier

Title: Director

LENDER:

**GLENN KIRKPATRICK, as agent for the Lenders  
under the Loan Agreement**

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**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:

**SONIC MILLING SYSTEMS LTD.**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LENDER:

**GLENN KIRKPATRICK, as agent for the Lenders  
under the Loan Agreement**



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EXHIBIT A

Copyrights

**NIL**



EXHIBIT B

Patents

US Patents:

<b>Patent</b>	<b>Registration Number</b>	<b>Registration Date</b>
Method and Apparatus for Wasteless Homogenized Soybean Beverage Production	9615595	April 11, 2017

Canadian Patents: **NIL**

Other Patents:

<b>Patent</b>	<b>Registration Number</b>	<b>Country</b>
Method and Apparatus For Wasteless Homogenized Soybean Beverage Production	BR112015019980-1	Brazil

EXHIBIT C

Trademarks

Canadian Registered Trademarks:



<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
 (E & Design)	TMA956438	2016-11-25
 (PROTEIN FOR LIFE & Design (B&W))	TMA945675	2016-08-09
<i>Protein for Life</i> (PROTEIN FOR LIFE & Design (Colour))	TMA945678	2016-08-09
PROTEIN FOR LIFE	TMA945677	2016-08-09

EXHIBIT D

Industrial Designs

**NIL**

EXHIBIT E

Mask Works

**NIL**