

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI258381

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BEFORE BRANDS, INC.	02/03/2022
RECEIVING PARTY DATA	
Company Name:	NESTLE HEALTH SCIENCE US HOLDINGS, INC.
Street Address:	1812 N. MOORE STREET
City:	ARLINGTON
State/Country:	VIRGINIA
Postal Code:	22209
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17831930
CORRESPONDENCE DATA	
Fax Number:	3128278185
<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:	3128074204
Email:	cipatents@klgates.com
Correspondent Name:	AARON J MORROW
Address Line 1:	K&L GATES LLP
Address Line 2:	P.O. BOX 1135
Address Line 4:	CHICAGO, ILLINOIS 60690-1135
ATTORNEY DOCKET NUMBER:	3712036-04439
NAME OF SUBMITTER:	Aaron Morrow
SIGNATURE:	Aaron Morrow
DATE SIGNED:	05/28/2024
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of February 3, 2022 (this “Agreement”), is made by the signatory hereto indicated as a “Grantor” in favor of Nestlé Health Science US Holdings, Inc., as Secured Party (the “Secured Party”).

WHEREAS, pursuant to that certain Secured Promissory Note dated as of February 3, 2022 by and among Before Brands, Inc. (the “Company”) and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Note”), the Secured Party, as payee agreed to make extensions of credit to the Company, as payor upon the terms and conditions set forth therein; and

WHEREAS, as a condition precedent to the extensions of the Loan under the Note, the Grantor entered into a Pledge and Security Agreement dated as of February 3, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) between the Grantor and the Secured Party, pursuant to which the Grantor assigned, transferred and granted to the Secured Party, a security interest in the Patent Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and this Agreement, in order to record the security interest granted to the Secured Party with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agree with the Secured Party as follows::

SECTION. 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Note.

SECTION 2. Grant of Security Interest.

The Grantor hereby assigns and transfers to the Secured Party, and hereby grants to the Secured Party, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

all patentable inventions and designs, all United States, foreign, and multinational patents, certificates of invention, and similar industrial property rights, and applications for any of the foregoing, including without limitation: (i) each patent and patent application listed in Schedule A attached hereto (ii) all reissues, substitutes, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described and claimed therein, (iv) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, income, royalties, damages and other payments

now and hereafter due and/or payable with respect thereto, and (vi) all other rights of any accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

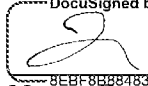
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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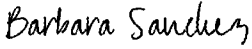
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BEFORE BRANDS, INC.,
as Grantor**

By:  _____
DocuSigned by:
Name: Gregory Shewchuk
Title: Chief Executive Officer

Accepted and Agreed:

NESTLÉ HEALTH SCIENCE US HOLDINGS, INC.,
as Secured Party

DocuSigned by:

By: 80C0816A402044F...
Name: Barbara Sanchez
Title: Vice President, General Counsel

SCHEDULE A
to
PATENT SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Country	Application No.	Filing Date	Status
United States	16/349440	21-Nov-2017	Pending
United States	16/630949	18-Jul-2018	Pending
United States	16/750522	23-Jan-2020	Pending
United States	17/422222	10-Jan-2020	Pending