

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATUREBOX, INC.		06/14/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MONTAGE CAPITAL II, L.P.		
Street Address:	900 East Hamilton Avenue, Suite 100		
City:	Campbell		
State/Country:	CALIFORNIA		
Postal Code:	95008		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4568029	NATUREBOX	
Registration Number:	4662143	NATUREBOX	
Registration Number:	4472837	POWER CLUSTERS	
Registration Number:	4510102	LEMON PUCKER PISTACHIOS	
Registration Number:	4510100	CHERRY BERRY BONANZA	
Registration Number:	4472836	SALSA SPICED NUT MIX	
Registration Number:	4510099	SOUTHERN BBQ SUNFLOWER KERNELS	
Registration Number:	4472835	LEMON MERINGUE WAFFLES	
Registration Number:	4472834	GUACAMOLE BITES	
Registration Number:	4472833	EVERYTHING BAGEL STIX	
Registration Number:	4510098	ITALIAN BISTRO PRETZELS	
Registration Number:	4472832	BBQ KETTLE KERNELS	
Registration Number:	4472831	LONE STAR SNACK MIX	
Registration Number:	4472830	BARBACOA PEAS	
Registration Number:	4472829	CHERRY GANACHE GRANOLA	
Registration Number:	4510097	TUSCAN SUMMER MIX	
Registration Number:	4472828	FIGGY BARS	
Registration Number:	4472827	BANANA BREAD GRANOLA	
Registration Number:	4245207	NATUREBOX	

OP \$490.00 4568029

CORRESPONDENCE DATA**Fax Number:** 6506440520*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.***Phone:** 6506483802**Email:** patty@pattycheng.com**Correspondent Name:** Patty Cheng**Address Line 1:** 2625 MIDDLEFIELD ROAD, SUITE 215**Address Line 4:** Palo Alto, CALIFORNIA 94306

NAME OF SUBMITTER:	Patty Cheng
---------------------------	-------------

SIGNATURE:	/s/ Patty Cheng
-------------------	-----------------

DATE SIGNED:	06/15/2018
---------------------	------------

Total Attachments: 6

source=Naturebox - IPSA - executed#page1.tif

source=Naturebox - IPSA - executed#page2.tif

source=Naturebox - IPSA - executed#page3.tif

source=Naturebox - IPSA - executed#page4.tif

source=Naturebox - IPSA - executed#page5.tif

source=Naturebox - IPSA - executed#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 14, 2018 by and between Naturebox, Inc., a Delaware corporation (“Borrower”) and Montage Capital II, L.P., a Delaware limited partnership (“Lender”).

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower’s right, title and interest in, its intellectual property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original hereof.

[SIGNATURE PAGE FOLLOWS]


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.

BORROWER:

Naturebox, Inc.

Address of Borrower:

101 Redwood Shores Parkway – Suite 220
Redwood City, CA 94065
Attn: Gautam Gupta
Email: Gautam@naturebox.com

By: 
Name: Gautam Gupta
Title: CEO

LENDER:

Montage Capital II, L.P.

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Mike Rose

By: _____
Name: _____
Title: _____

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.

Address of Borrower:

101 Redwood Shores Parkway -- Suite 220
Redwood City, CA 94065
Attn: Gautam Gupta
Email: Gautam@naturebox.com

Address of Lender:

900 East Hamilton Avenue, Suite 100
Campbell, CA 95008
Attn: Mike Rose

BORROWER:

Naturebox, Inc.

By: _____

Name: Gautam Gupta

Title: CEO

LENDER:

Montage Capital II, L.P.

By:  _____

Name: Eric Gonzales

Title: Managing Director

SCHEDULE C

Trademarks

If None, check this box:

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application / Registration Date</u>
NATUREBOX	86138890	4568029	July 15, 2014
NATUREBOX	86138696	4662143	December 30, 2014
NATUREBOX	77109679		*
STICKS 'N STONES	86027738		*
MASA CRISPS	86027807		*
TART & TANGY FRUIT MEDLEY	86027693		*
NOM NOMS	86027716		*
POWER CLUSTERS	86027877	4472837	January 21, 2014
LEMON PUCKER PISTACHIOS	86027794	4510102	April 8, 2014
CHERRY BERRY BONANZA	86027751	4510100	April 8, 2014
SALSA SPICED NUT MIX	86027749	4472836	January 21, 2014
SOUTHERN BBQ SUNFLOWER KERNELS	86027746	4510099	April 8, 2014
LEMON MERINGUE WAFFLES	86027744	4472835	January 21, 2014
GUACAMOLE BITES	86027742	4472834	January 21, 2014
EVERYTHING BAGEL STIX	86027735	4472833	January 21, 2014
ITALIAN BISTRO PRETZELS	86027732	4510098	April 8, 2014
BBQ KETTLE KERNELS	86027730	4472832	January 21, 2014
LONE STAR SNACK MIX	86027726	4472831	January 21, 2014
BARBACOA PEAS	86027722	4472830	January 21, 2014
CHERRY GANACHE GRANOLA	86027712	4472829	January 21, 2014
TUSCAN SUMMER MIX	86027707	4510097	April 8, 2014
FIGGY BARS	86027699	4472828	January 21, 2014
BANANA BREAD GRANOLA	86027686	4472827	January 21, 2014
NATUREBOX	85578653	4245207	November 20, 2012
NATUREBOX	EU – Australia 1255129		

* Indicates dead, abandoned or cancelled trademark