

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORLAND PRODUCTS INC.		02/24/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Meridian Bank		
Street Address:	9 Old Lincoln Highway		
City:	Malvern		
State/Country:	PENNSYLVANIA		
Postal Code:	19355		
Entity Type:	Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2208211	N	
Registration Number:	2208210	NORLAND	
Registration Number:	4173819	S SEASOURCE COLLAGEN	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	sarah.bundy@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Kristen G. Dickey, Esq.		
SIGNATURE:	/Kristen G. Dickey, Esq./		
DATE SIGNED:	04/14/2023		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made as of the 2/24, 2023 by NORLAND PRODUCTS INC. (referred to herein as "Company" or "Borrower"), with its chief executive office located at 1095 Cranbury South River Road, Suite 20, Jamesburg, NJ 08831, and delivered to Meridian Bank ("Lender") having a mailing address of 9 Old Lincoln Highway, Malvern, PA 19355.

BACKGROUND

A. This Agreement is being executed in connection with that certain Loan Agreement of even date herewith by and between Lender and Company (as may hereafter be supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Loan Agreement") pursuant to which Lender is making a \$3,900,000.00 SBA 7(a) term loan to Borrower. To secure the obligations arising under the Loan Agreement, Borrower executed a Security Agreement of even date herewith by and between Borrower and Lender (as may hereafter be supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Security Agreement" together with the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith, collectively, the "Loan Documents"), under which Borrower is granting Lender, a lien on and security interest in all of the assets of Borrower, including Company's existing and hereafter acquired trademarks (and the goodwill associated therewith) and copyrights, and under which Lender is entitled to foreclose or otherwise deal with such assets, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Documents.

B. Company has acquired, adopted, shall use, used and is using (or has filed applications and/or registrations of) trademarks, service marks, trade names, and service trade names (collectively, "Trademarks") and goodwill associated thereto ("Trademark Goodwill") listed on Schedule A attached hereto and made part hereof (all such Trademarks and Goodwill hereinafter referred to as the "Assets").

C. Company has acquired, adopted, shall use, used and is using (or has filed applications and/or registrations of) Trademarks and Trademark Goodwill, ("Goodwill"), listed on Schedule A attached hereto and made part hereof (all such Trademarks and Goodwill hereinafter referred to as the "Assets").

D. Pursuant to the Loan Documents, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Company associated therewith and represented thereby, as security for all obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the obligations, Company grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Company associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Except as otherwise provided in the Loan Documents, Company hereby covenants and agrees to maintain the Assets in full force and effect until all obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

3. Company represents, warrants and covenants that:
- (a) The Assets are subsisting and have not been adjudged invalid or unenforceable;
 - (b) To Company's knowledge, each of the Assets is valid and enforceable;
 - (c) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Company not to sue third persons
 - (d) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms;
 - (e) Company has complied in all material respects with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Assets; and
 - (f) Each of the Assets listed on Schedule A constitute all of the Assets, and all applications for any of the foregoing, now owned by Company. If, before all obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall (i) obtain rights to any new trademarks, trademark registrations, trade names, and licenses, (ii) become entitled to the benefit of any trademark application, trademark, trademark registration or licenses or renewals thereof, the provisions of this Agreement shall automatically apply thereto and trademark application, trademark, trademark registration, licenses or license renewal shall be deemed part of the Assets. Company shall give Lender prompt written notice thereof along with an amended Schedule A.
4. Company further covenants that until all obligations have been indefeasibly paid and satisfied in full and the Loan Agreement has been terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.
5. So long as an Event of Default or Default has not occurred and is continuing under the Loan Agreement, Company shall continue to have the exclusive right to use the Assets and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.
6. Company agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets except as permitted by the Loan Agreement.
7. If and while an Event of Default exists and is continuing under the Loan Agreement, Company hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New Jersey, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, Company hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute the trademark assignments in the forms attached hereto as Exhibit I. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

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permitted assigns of the parties.

18. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATED HERETO AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

19. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

20. **U.S. SMALL BUSINESS ADMINISTRATION PROVISION:**

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.
- c) Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

[SIGNATURE AND ACKNOWLEDGMENT IMMEDIATELY FOLLOWS]

Dated the date and year first written above.

NORLAND PRODUCTS INC.

By: Sharon L. Wurfel
Sharon L. Wurfel, President

Approved and Accepted:

Meridian Bank

By: Rocco P. Perate
Rocco P. Perate, Executive Vice President

Pennsylvania
STATE OF ~~NEW JERSEY~~
COUNTY OF Philadelphia

On this, the 24 day of February, 2023, before me, the undersigned officer, personally appeared Sharon L. Wurfel who acknowledged herself to be the President of NORLAND PRODUCTS INC., and that she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as President.

In witness whereof, I hereunto set my hand and official seal.

A Sally Pack
Notary Public

STATE OF PENNSYLVANIA

COUNTY OF Philadelphia

On this, the 24 day of February, 2023, before me A Sally Pack, the undersigned officer, personally appeared Rocco Perate, who acknowledged himself/herself to be the SVP of Meridian Bank, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the SVP by himself/herself as SVP.

In witness whereof, I hereunto set my hand and official seal.

A Sally Pack
Notary Public

Commonwealth of Pennsylvania - Notary Seal
A Sally Pack, Notary Public
Philadelphia County
My commission expires July 8, 2025
Commission number 1398280
Member, Pennsylvania Association of Notaries

SCHEDULE A

Registration No.	Registration Date	Serial No.	Filing Date	Description of Trademark
2,208,211	December 8, 1998	75-279,012	April 22, 1997	Mark: N Stylized/Design
2,208,210	December 8, 1998	75-279,011	April 22, 1997	Mark: NORLAND
4,173,819	July 17, 2012	85-253,659	February 28, 2011	Mark: S SEASOURCE COLLAGEN

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S SEASOURCE COLLAGEN

TTAB

Status: RENEWED

USPTO Status: REGISTERED AND RENEWED
USPTO Status Date: FEB 23, 2022

Goods/Services: **International Class 5:** Dietary and nutritional supplements
First Used: SEP 30, 2010 (INTL. CL. 5)
In Commerce: SEP 30, 2010

Disclaimers: "COLLAGEN"

Last Reported Owner: NORLAND PRODUCTS INC.
NEW JERSEY CORPORATION
SUITE 20
1095 CRANBURY SOUTH RIVER ROAD
JAMESBURG, NEW JERSEY 08831

Chronology: **Filed:** FEB 28, 2011 **Serial Number:** 85-253,659
Published For Opposition: MAY 01, 2012
Registered: JUL 17, 2012 **Registration Number:** 4,173,819
Affidavit Section: REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED FEB 23, 2022
REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.
AUG 28, 2017
Last Renewed: JUL 17, 2022
Earliest Date in Record: SEP 30, 2010 (First Used)

Section 2(d) This mark was issued a 2(d) refusal.

Cited in the refusal:

SEASOURCE DETOX SPA

CANCELLED 77280407

TSDR

EXHIBIT 1

TRADEMARK ASSIGNMENT

WHEREAS, NORLAND PRODUCTS INC. ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on Schedule A attached hereto and made a part hereof ("Assets"), which are registered in the United States Trademark Office; and

WHEREAS, Meridian Bank ("Grantee"), having a place of business at 9 Old Lincoln Highway, Malvern, PA 19355, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Trademark Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the 24 day of February, 2023.

Meridian Bank

By: [Signature]
Attorney-in-fact for NORLAND PRODUCTS INC

Witness: [Signature]

STATE OF PENNSYLVANIA

COUNTY OF Philadelphia

On this, the 24 day of February, 2023, before me A Sally Paek
~~Rocco Perate~~
the undersigned officer, personally appeared Rocco Perate, who acknowledged himself/herself to be the SVP of Meridian Bank, and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the SVP by himself/herself as SBA Lender.

In witness whereof, I hereunto set my hand and official seal.

A Sally Paek
Notary Public

Commonwealth of Pennsylvania - Notary Seal
A Sally Paek, Notary Public
Philadelphia County
My commission expires July 8, 2025
Commission number 1398280
Member, Pennsylvania Association of Notaries

POWER OF ATTORNEY

NORLAND PRODUCTS INC. ("Grantor"), hereby authorizes Meridian Bank, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Agreement and a certain Loan Agreement bearing even date herewith among Grantor and certain other parties as borrowers and Grantee, as lender, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this 24 day of February, 2023.

NORLAND PRODUCTS INC.

By: Sharon L. Wurfel
Sharon L. Wurfel, President

Pennsylvania
STATE OF ~~NEW JERSEY~~
COUNTY OF Philadelphia

On this, the 24 day of February, 2023, before me, the undersigned officer, personally appeared Sharon L. Wurfel who acknowledged herself to be the President of NORLAND PRODUCTS INC., and that she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as President.

In witness whereof, I hereunto set my hand and official seal.

A Sally Paell
Notary Public

