

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Threshold Enterprises Ltd.		06/23/2023	Corporation: DELAWARE
Source Naturals, Inc.		06/23/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Siena Lending Group LLC		
Street Address:	9 W Broad Street, 5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 99			
Property Type	Number	Word Mark	
Serial Number:	97610020	N-A-CETIN	
Serial Number:	97838800	SOURCE ORGANIC	
Serial Number:	97644404	INFLAMA-REST	
Serial Number:	97288118	ULTRA-MAG	
Serial Number:	97791790	CHI POWER	
Serial Number:	97055065	ZINCMUNITY	
Registration Number:	7063915	NON-AI	
Registration Number:	7063914	NON-ARTIFICIAL INTELLIGENCE	
Serial Number:	90474866	UNLOCKING WELLNESS, TRANSFORMING LIVES	
Serial Number:	90726578	REVOLUTIONIZE INSIDE	
Serial Number:	90119000	STRESS BREAK	
Registration Number:	6809655	D-MMUNITY	
Registration Number:	6291218	IMMUNESMART	
Registration Number:	6634814	IMMUNITRIC	
Registration Number:	5865987	YAEYAMA CHLORELLA	
Serial Number:	88153407	NERVEVANA	
Registration Number:	5763589	LIVE RESILIENT	
Registration Number:	5762406	LIVE UNSTOPPABLE	

OP \$2490.00 97610020

Property Type	Number	Word Mark
Registration Number:	5450216	NIGHTWELL
Registration Number:	5460149	SLEEP SCIENCE
Registration Number:	5306681	SE
Registration Number:	5360929	ENERGEVITY
Registration Number:	5317114	SKIN ETERNAL
Serial Number:	87864108	ALT-GOLDENSEAL
Registration Number:	6603338	WELLNESS DEFENSE
Registration Number:	6583772	MULTI LIFT
Registration Number:	6569642	EMPOWERING WELLNESS WORLDWIDE
Registration Number:	6495850	WELLCARE
Serial Number:	87752161	REVOLUTIONIZE INSIDE
Registration Number:	5991824	SCREEN TIME
Registration Number:	5917713	HANGOVER FORMULA
Serial Number:	87213050	BIOLINGUAL
Registration Number:	5865253	STRESS FREE
Registration Number:	5725058	ESSENTIAL ENZYMES
Registration Number:	5723819	WELLGUARD
Registration Number:	5711068	BRAIN LIFT
Registration Number:	5664220	WHEY TO HEALTH
Registration Number:	5664221	TRUE WHEY
Registration Number:	5660029	FRUIT FRENZY
Registration Number:	5660027	FRUIT FRENZY
Registration Number:	5659315	GO DEEP
Registration Number:	5643511	ALLER-RESPONSE
Registration Number:	5643198	SCREEN TIME STAMINA
Registration Number:	5641035	MALE NITRO
Registration Number:	5588117	SLEEP REJUVENATION
Registration Number:	5567278	OPTIMISTIC
Registration Number:	5547507	UPSHOTS
Registration Number:	5529026	STONE FREE
Registration Number:	5508658	BRAIN CHARGE
Registration Number:	5460328	MENOPOSITIVE
Registration Number:	5422823	PLANETARY HERBALS
Registration Number:	5424953	ENERVITAL
Registration Number:	5221296	HEARTSMART
Registration Number:	5086092	TOP 10 HEALERS
Registration Number:	4466528	SERENE SCIENCE
Registration Number:	4986701	TELOMERON

Property Type	Number	Word Mark
Registration Number:	4913793	FOR A LIFE WELL LIVED
Registration Number:	4764107	WINTER WELLNESS
Registration Number:	5058312	GABA CALM
Registration Number:	4837774	SOURCE
Registration Number:	4835622	VEGAN TRUE
Registration Number:	4747564	THEANINE SERENE
Registration Number:	4620444	TRIPHALA GOLD
Registration Number:	5880256	SOURCE ORGANIC
Registration Number:	5607382	WELLNESS REVOLUTION
Registration Number:	4587050	BIO-ALIGNED FORMULA
Registration Number:	4405519	WELLNESS SHOT
Registration Number:	4582805	BIO ALIGN
Registration Number:	4386422	WELLNESS ON THE GO
Registration Number:	3073471	WELLNESS SHOTS
Registration Number:	3692613	VANGUARD NUTRACEUTICALS
Registration Number:	3370447	PLANETARY
Registration Number:	3245565	LIFEFORCE V
Registration Number:	3203797	ARCTICPURE
Registration Number:	3746446	LIFE FORCE
Registration Number:	4455212	HORIZON NATURALS
Registration Number:	4301594	SYSTEMICARE
Registration Number:	3975116	GENEXIS
Registration Number:	3930397	SOURCE NATURALS
Registration Number:	3933241	WELLNESS FIZZ
Registration Number:	3826215	OMEGA-RIFFIC
Registration Number:	3800611	XYLISMART
Registration Number:	3766247	DURAFLOA
Registration Number:	3605812	HOTFLASH
Serial Number:	77913062	BRAIN BOOST
Registration Number:	3640205	NK-3
Serial Number:	77036227	PINESLIM
Registration Number:	2067247	NEUROCEUTICAL
Registration Number:	2008453	CHOLESTREX
Registration Number:	1954412	
Registration Number:	1897877	THRESHOLD
Registration Number:	1965003	WELLNESS FORMULA
Registration Number:	1888195	MENTAL EDGE
Registration Number:	1900303	PLANETARY FORMULAS

Property Type	Number	Word Mark
Registration Number:	1977627	HORIZON
Registration Number:	1909705	SOURCE NATURALS
Serial Number:	73327700	CALIFORNIA EARTH
Serial Number:	73327699	AMBER ROUGE
Serial Number:	90191026	DMMUNITY

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy Pecsénye (KH 140690-01150)

Address Line 1: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	140690-01150
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	06/26/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Agreement”) dated as of June 23, 2023, by THRESHOLD ENTERPRISES LTD., a Delaware corporation (“Grantor 1”), SOURCE NATURALS, INC., a California corporation (“Grantor 2” and together with Grantor 1 and any other Person who from time to time becomes a grantor hereto, collectively, the “Grantors” and each individually, a “Grantor”) in favor of SIENA LENDING GROUP LLC (together with its successors and assigns, “Lender”):

WITNESSETH

WHEREAS, each Grantor, certain Grantors’ affiliates and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, each Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor’s trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor’s entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the “Trademarks”, “Patents” and “Copyrights”) together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender’s option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and

that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR HIMSELF AND IN RESPECT OF HIS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.10 of the Loan Agreement.

8. Notwithstanding anything to the contrary in this Agreement, neither Ira L. Goldberg nor the Ira Goldberg 2016 Irrevocable Trust is a Grantor.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

THRESHOLD ENTERPRISES LTD.

By: 

Name: Ira L. Goldberg

Title: President

SOURCE NATURALS, INC.

By: 

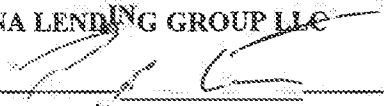
Name: Ira L. Goldberg

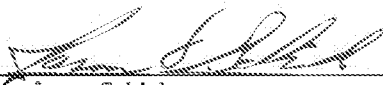
Title: President

[Signature page to Intellectual Property Security Agreement]

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By: 
Name: Ernest Abati
Title: Authorized Signatory

By: 
Name: Jason Schick
Title: Authorized Signatory

[Signature page to Intellectual Property Security Agreement]

Intellectual Property Security Agreement
140690.01150/131818035v.2

TRADEMARK
REEL: 008110 FRAME: 0060

SCHEDULE 1

(a) Patents and Patent Licenses

None.

(b) Trademarks and Trademark Licenses

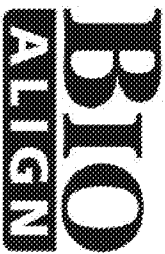
Grantor	Mark Name	Reg. Date (App. Date)	Reg. No. (App. No.)
Threshold Enterprises Ltd.	N-A-CETTIN	(09/28/2023)	(97610020)
Threshold Enterprises Ltd.	SOURCE ORGANIC	(03/14/2023)	(97838800)
Threshold Enterprises Ltd.	INFLAMA-REST	(10/24/2022)	(97644404)
Threshold Enterprises Ltd.	ULTRA-MAG	(02/28/2022)	(97288118)
Threshold Enterprises Ltd.	CHI POWER	(02/13/2023)	(97791790)
Threshold Enterprises Ltd.	ZINCMUNITY	(09/30/2021)	(97055065)
Threshold Enterprises Ltd.	NON-AI	05/23/2023	7063915
Threshold Enterprises Ltd.	NON-ARTIFICIAL INTELLIGENCE	01/29/2021	7063914
Threshold Enterprises Ltd.	UNLOCKING WELLNESS, TRANSFORMINGLIVES	(01/19/2021)	(90474866)
Threshold Enterprises Ltd.	REVOLUTIONIZE INSIDE	(05/21/2021)	(90726578)
Threshold Enterprises Ltd.	STRESS BREAK	(08/17/2020)	(90119000)
Threshold Enterprises Ltd.	DMUNITY	(08/17/2020)	(90191026)
Threshold Enterprises Ltd.	D-MMUNITY	08/02/2022	6809655
Threshold Enterprises Ltd.	IMMUNESMART	06/25/2020	6291218
Threshold Enterprises Ltd.	IMMUNITRIC	01/01/2022	6634814
Threshold Enterprises Ltd.	YAEYAMA CHLORELLA	10/18/2018	5865987
Threshold Enterprises Ltd.	NERVEVANA	(10/12/2018)	(88153407)
Threshold Enterprises Ltd.	LIVE RESILIENT	11/26/2018	5763589
Threshold Enterprises Ltd.	LIVE UNSTOPPABLE	05/28/2019	5762406

Grantor	Mark Name	Reg. Date (App. Date)	Reg. No. (App. No.)
Threshold Enterprises Ltd.	NIGHTWELL	04/17/2018	5450216
Threshold Enterprises Ltd.	SLEEP SCIENCE	05/01/2018	5460149
Threshold Enterprises Ltd.		10/10/2018	5306681
Threshold Enterprises Ltd.	ENERGIVITY	09/23/2016	5360929
Threshold Enterprises Ltd.	SKIN ETERNAL	10/24/2017	5317114
Threshold Enterprises Ltd.	ALT-GOLDENSEAL	04/05/2018	87864108
Threshold Enterprises Ltd.	WELLNESS DEFENSE	12/28/2021	6603338
Threshold Enterprises Ltd.	MULTILIFT	12/07/2021	6583772
Threshold Enterprises Ltd.	EMPOWERINGWELLNESS WORLDWIDE	11/23/2021	6569642
Threshold Enterprises Ltd.	WELLCARE	09/23/2016	6495850
Threshold Enterprises Ltd.	REVOLUTIONIZE INSIDE	(01/11/2018)	(87752161)
Threshold Enterprises Ltd.	SCREEN TIME	02/18/2020	5991824
Threshold Enterprises Ltd.	HANGOVER FORMULA	05/14/2018	5917713
Threshold Enterprises Ltd.	BIOLINGUAL	10/24/2016	87213050
Threshold Enterprises Ltd.	STRESS FREE	03/05/2018	5865253
Threshold Enterprises Ltd.	Essential Enzymes	03/22/2018	5725058
Threshold Enterprises Ltd.	WELLGUARD	04/09/2019	5723819
Threshold Enterprises Ltd.	BRAIN LIFT	03/26/2019	5711068
Threshold Enterprises Ltd.	TRUE WHEY	09/05/2017	5664221
Threshold Enterprises Ltd.	WHEY TO HEALTH	10/29/2017	5664220
Threshold Enterprises Ltd.		01/22/2019	5660029
Threshold Enterprises Ltd.	FRUIT FRENZY	01/22/2019	5660027
Threshold Enterprises Ltd.	GO DEEP	01/22/2019	5659315


[Schedule 1 Intellectual Property Security Agreement]

Grantor	Mark Name	Reg. Date (App. Date)	Reg. No. (App. No.)
Threshold Enterprises Ltd.	ALLER-RESPONSE	05/31/2018	5643511
Threshold Enterprises Ltd.	SCREEN-TIME STAMINA	05/18/2018	5643198
Threshold Enterprises Ltd.	MALE NITRO	01/01/2019	5641035
Threshold Enterprises Ltd.	SLEEP REJUVENATION	10/16/2018	5588117
Threshold Enterprises Ltd.	OPTIMISTIC	10/12/2018	5567278
Threshold Enterprises Ltd.	UPSHOTS	08/21/2018	5547507
Threshold Enterprises Ltd.	STONE FREE	07/31/2018	5529026
Threshold Enterprises Ltd.	BRAIN CHARGE	07/03/2018	5508658
Threshold Enterprises Ltd.	MENOPOSITIVE	05/01/2018	5460328
Threshold Enterprises Ltd.	PLANETARY HERBALS	03/13/2018	5422823
Threshold Enterprises Ltd.	ENERVITAL	03/13/2018	5424953
Threshold Enterprises Ltd.	HEARTSMART	06/13/2017	5221296
Threshold Enterprises Ltd.	TOP 10 HEALERS	11/22/2016	5086092
Threshold Enterprises Ltd.	SERENE SCIENCE	01/14/2014	4466528
Threshold Enterprises Ltd.	TELOMERON	06/28/2016	4986701
Threshold Enterprises Ltd.	FOR A LIFE WELL LIVED	03/08/2016	4913793
Threshold Enterprises Ltd.	WINTER WELLNESS	06/30/2015	4764107
Threshold Enterprises Ltd.	GABA CALM	10/11/2016	5058312
Threshold Enterprises Ltd.	SOURCE	10/20/2015	4837774
Threshold Enterprises Ltd.	VEGAN TRUE	10/20/2015	4835622
Threshold Enterprises Ltd.	THEANINE SERENE	06/02/2015	4747564
Threshold Enterprises Ltd.	TRIPHALA GOLD	10/14/2015	4620444
Threshold Enterprises Ltd.	SOURCE ORGANIC	10/08/2019	5880256
Threshold Enterprises Ltd.	WELLNESS REVOLUTION	11/13/2018	5607382
Threshold Enterprises Ltd.	BIO-ALIGNED FORMULA	08/19/2014	4587050
Threshold Enterprises Ltd.	WELLNESS SHOT	09/24/2013	4405519

[Schedule 1 Intellectual Property Security Agreement]

Grantor	Mark Name	Reg. Date (App. Date)	Reg. No. (App. No.)
Threshold Enterprises Ltd.		08/12/2014	4582805
Threshold Enterprises Ltd.	WELLNESS ON THE GO	08/20/2013	4386422
Threshold Enterprises Ltd.	WELLNESS SHOTS	03/28/2006	3073471
Threshold Enterprises Ltd.	VANGUARD NUTRACEUTICALS	10/06/2009	3692613
Threshold Enterprises Ltd.	PLANETARY	01/15/2008	3370447
Threshold Enterprises Ltd.	LIFEFORCE V	05/22/2007	3245565
Threshold Enterprises Ltd.	ARCTICPURE	01/30/2007	3203797
Threshold Enterprises Ltd.	LIFE FORCE	02/09/2010	3746446
Threshold Enterprises Ltd.	HORIZON NATURALS	12/14/2013	4455212
Threshold Enterprises Ltd.	SYSTEMICARE	03/12/2013	4301594
Threshold Enterprises Ltd.	GENEXIS	06/07/2011	3975116
Threshold Enterprises Ltd.	SOURCE NATURAL	03/15/2011	3930397
Threshold Enterprises Ltd.	WELLNESS FIZZ	03/22/2011	3933241
Threshold Enterprises Ltd.	OMEGA-RIFHC	07/27/2010	3826215
Threshold Enterprises Ltd.	XYLISMART	06/08/2010	3800611
Threshold Enterprises Ltd.	DURAFLOA	03/30/2010	3766247
Threshold Enterprises Ltd.	HOTFLASH	04/14/2009	3605812
Threshold Enterprises Ltd.	BRAIN BOOST	01/15/2010	(77913062)
Threshold Enterprises Ltd.	NK-3	3640205	06/16/2009
Threshold Enterprises Ltd.	PINESLIM	(77036227)	(11/03/2006)
Threshold Enterprises Ltd.	NEUROCEUTICAL	06/03/1997	2067247
Threshold Enterprises Ltd.	CHOLESTEX	10/15/1996	2008453

[Schedule 1 Intellectual Property Security Agreement]

Grantor	Mark Name	Reg. Date (App. Date)	Reg. No. (App. No.)
Threshold Enterprises Ltd.		02/06/1996	1954412
Threshold Enterprises Ltd.	THRESHOLD	06/06/1995	1897877
Threshold Enterprises Ltd.	WELLNESS FORMULA	04/02/1996	1965003
Threshold Enterprises Ltd.	MENTAL EDGE	04/11/1995	1888195
Threshold Enterprises Ltd.	PLANETARY FORMULAS	06/20/1995	1900303
Threshold Enterprises Ltd.	HORIZON	06/04/1996	1977627
Threshold Enterprises Ltd.	SOURCE NATURALS	08/08/1995	1909705
Threshold Enterprises Ltd.	CALIFORNIA EARTH	(09/14/1981)	(73327700)
Threshold Enterprises Ltd.	AMBER ROUGE	(09/14/1981)	(73327699)

(c) Copyrights and Copyright Licenses

Grantor	Title	Reg. Date	Reg. No.
Threshold Enterprises Ltd.	Source Naturals Life Force : metabolic activator multi-vitamin/mineral formula : 180 tablets.	04/23/1993	V A0000812227
Threshold Enterprises Ltd.	Source Naturals SYZYGY	09/05/1996	V Au000375548

[Schedule 1 Intellectual Property Security Agreement]