

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Herb Pharm, LLC		03/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Opus Bank		
Street Address:	131 West Commonwealth Avenue		
City:	Fullerton		
State/Country:	CALIFORNIA		
Postal Code:	92832		
Entity Type:	California Banking Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	86170305	HERB PHARM TREAT YOURSELF TO BETTER HEAL	
Serial Number:	86170306	HERB PHARM TREAT YOURSELF TO BETTER HEAL	
Serial Number:	86170309	HERB PHARM TREAT YOURSELF TO BETTER HEAL	
Registration Number:	4612851	HERB PHARM TREAT YOURSELF TO BETTER HEAL	
Serial Number:	86170294	TREAT YOURSELF TO BETTER HEALTH	
Serial Number:	86170298	TREAT YOURSELF TO BETTER HEALTH	
Serial Number:	86170301	TREAT YOURSELF TO BETTER HEALTH	
Serial Number:	86170296	TREAT YOURSELF TO BETTER HEALTH	
Serial Number:	86117888	HERB PHARM	
Serial Number:	86117899	HERB PHARM	
Serial Number:	86117907	HERB PHARM	
Serial Number:	86117919	HERB PHARM	
Registration Number:	2612435	HERB PHARM	
Registration Number:	2462384	PHARMA KAVA	
Registration Number:	2344094	WHERE QUALITY GROWS	
Registration Number:	2142522	HERB PHARM	
Serial Number:	75244107	SUPER ECHINACEA	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 9497200182

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: 949-224-6263

Email: Trademark@Buchalter.com

Correspondent Name: Deena Hochmuth

Address Line 1: 18400 Von Karman Ave., Suite 800

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	O5921-0049
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NAME OF SUBMITTER:	Deena Hochmuth
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SIGNATURE:	/Deena Hochmuth/
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DATE SIGNED:	03/25/2015
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Total Attachments: 7

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**TRADEMARK SECURITY
AGREEMENT**



This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 25th day of March, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and OPUS BANK, a California commercial bank ("*Bank*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 25, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and among HERB PHARM, LLC, a Delaware limited liability company ("*Borrower*"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark Security Agreement;

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

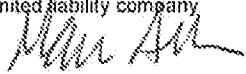
6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HERB PHARM, LLC,
a Delaware limited liability company

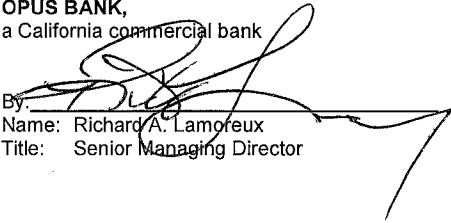
By: 
Name: Marc Allen
Title: Chief Executive Officer, Chief Financial
Officer and Secretary

[Signatures continue on the following page.]

BANK:

ACCEPTED AND ACKNOWLEDGED BY:

OPUS BANK,
a California commercial bank

By: 
Name: Richard A. Lamoreux
Title: Senior Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 005485 FRAME: 0608

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

No.	Status	Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
1	Application	Herb Pharm, LLC	United States of America		86/170,305	01/20/2014
2	Application	Herb Pharm, LLC	United States of America		86/170,306	01/20/2014
3	Application	Herb Pharm, LLC	United States of America		86/170,309	01/20/2014
4	Registered	Herb Pharm, LLC	United States of America		4,612,851	09/30/2014
5	Application	Herb Pharm, LLC	United States of America	TREAT YOURSELF TO BETTER HEALTH	86/170,294	01/20/2014
6	Application	Herb Pharm, LLC	United States of America	TREAT YOURSELF TO BETTER HEALTH	86/170,298	01/20/2014
7	Application	Herb Pharm, LLC	United States of America	TREAT YOURSELF TO BETTER HEALTH	86/170,301	01/20/2014
8	Application	Herb Pharm, LLC	United States of America	TREAT YOURSELF TO BETTER HEALTH	86/170,296	01/20/2014
9	Application	Herb Pharm, LLC	United States of America		86/117,888	11/13/2013

No.	Status	Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
10	Application	Herb Pharm, LLC	United States of America		86/117,899	11/13/2013
11	Application	Herb Pharm, LLC	United States of America		86/117,907	11/13/2013
12	Application	Herb Pharm, LLC	United States of America		86/117,919	11/13/2013
13	Registered	Herb Pharm, LLC	Canada		TMA608348	4/22/2004
14	Registered	Herb Pharm, LLC ¹	United States of America		2,612,435	08/27/2002
15	Registered	Herb Pharm, LLC	Canada	PHARMA KAVA	TMA555679	12/19/2001
16	Registered	Herb Pharm, LLC	Canada	HERB PHARM	TMA548879	07/30/2001
17	Registered	Herb Pharm, LLC ¹	United States of America	PHARMA KAVA	2,462,384	06/19/2001
18	Registered	Herb Pharm, LLC ¹	United States of America	WHERE QUALITY GROWS	2,344,094	04/18/2000
19	Registered	Herb Pharm, LLC ¹	United States of America	HERB PHARM	2,142,522	03/10/1998
20	Registered	Herb Pharm, Inc. ¹	United States of America	SUPER ECHINACEA	75/244,107	03/10/1998

Trade Names

Borrower has registered the assumed business name "Herb Pharm" with the Oregon Secretary of State.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.