

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PATENT AND TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gilchrist & Soames, Inc.		11/18/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4585924	ESSENTIEL ELEMENTS BATHE	
Registration Number:	4512262	ENGLISH SPA	
Registration Number:	4302203	WELL	
Registration Number:	4103362	ZER0%	
Registration Number:	3930865	ESSENTIEL ELEMENTS	
Registration Number:	3667792	BEEKIND	
Registration Number:	3641065	SPROUT OUT	
Registration Number:	3138907	LONDON COLLECTION	
Registration Number:	3139632	AQUA LIME	
Registration Number:	2017167	GILCHRIST & SOAMES	
Registration Number:	1162380	GILCHRIST & SOAMES	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-5074		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		

CH \$290.00 4585924

TRADEMARK

ATTORNEY DOCKET NUMBER:	058438-0537
NAME OF SUBMITTER:	Jennifer C. Evans
SIGNATURE:	/jce/
DATE SIGNED:	04/15/2015

Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of November 18, 2014, is made by and between Gilchrist & Soames, Inc., a Delaware corporation (the "Company"), having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association (together with its successors and assigns, "Wells Fargo"), having a business location at the address set forth below next to its signature.

Recitals

A. Company, certain Affiliates of the Company, and Wells Fargo are parties to a Credit and Security Agreement dated as of the date hereof (as amended, supplemented or restated from time to time, the "Credit Agreement"), setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company and Company's Affiliates.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each (but not including any trademark applications filed on an "intent-to-use" basis, but only to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law), and the respective goodwill associated with each, (ii) fees or royalties with respect to each, and (iii) the right to sue for past, present and future infringement, dilution and damages therefor, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo (for itself as Lender and for each Bank Product Provider), a security interest

(the “Security Interest”) with power of sale to the extent permitted by this Agreement, the Credit Agreement, or law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in the Collateral. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

3. Representations, Warranties and Agreements. Company represents, warrants, and agrees as follows:

(a) **Patents.** Exhibit A accurately lists all Patents owned by Company as of the date hereof, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(b) **Trademarks.** Exhibit B accurately lists all registrations (and applications for registration of) Trademarks owned by Company as of the date hereof and accurately reflects the existence and status of Trademarks. If after the date hereof, Company owns or controls any registrations (or applications for registration of) Trademarks not listed on Exhibit B (other than common law marks which are not material to Company’s or any Affiliate’s business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(d) **Title.** Company owns good title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will own, at the time Company acquires any rights in Patents or Trademarks hereafter arising, good title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(f) **Protection of Patents and Trademarks.** Company will at its own expense protect, defend and maintain the Patents and the Trademarks to the extent required under the Credit Agreement, including, but not limited to, where commercially reasonable, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark that is necessary in the conduct of its business, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(i) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by

Company under this Section 3, or, necessary for Wells Fargo, upon the occurrence and during the continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Company or Wells Fargo

under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.


8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; ARBITRATION. The terms of Section 13 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*.

[signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Gilchrist & Soames, Inc.
2425 Perry Road, Suite 150
Plainfield, Indiana 46168
Attn: Chief Financial Officer

GILCHRIST & SOAMES, INC.

By: 
Print Name: Kathie L. DeVoe
Title: President

Wells Fargo Bank, National Association
2450 Colorado Avenue, Suite 3000W
Santa Monica, California 90404
Attn: Relationship Manager – Gilchrist &
Soames, Inc.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Print Name: _____
Title: Authorized Signatory

WFB/Gilchrist & Soames
Patent and Trademark Security Agreement
DB2/25408707

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Gilchrist & Soames, Inc.
2425 Perry Road, Suite 150
Plainfield, Indiana 46168
Attn: Chief Financial Officer

GILCHRIST & SOAMES, INC.

By: _____
Print Name: _____
Title: _____

Wells Fargo Bank, National Association
2450 Colorado Avenue, Suite 3000W
Santa Monica, California 90404
Attn: Relationship Manager – Gilchrist &
Soames, Inc.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: *Suprema Cole*
Print Name: Suprema Cole
Title: Authorized Signatory

WFB/Gilchrist & Soames
Patent and Trademark Security Agreement
DB2/ 25408707

EXHIBIT A

UNITED STATES ISSUED PATENTS

- None

UNITED STATES PATENT APPLICATIONS

- None

FOREIGN ISSUED PATENTS

- None

UNITED STATES PATENT APPLICATIONS

- None

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

Trademarks Owned (all owned by Gilchrist & Soames, Inc.)

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date	Status
ESSENTIEL ELEMENTS	U.S. Federal	86394422	15-SEP-2014			PENDING Intent to Use
ESSENTIEL ELEMENTS BATHE	U.S. Federal	86037215	14-AUG-2013	4585924	12-AUG-2014	Registered
ENGLISH SPA	U.S. Federal	85854509	20-FEB-2013	4512262	08-APR-2014	Registered
WELL	U.S. Federal	85422392	14-SEP-2011	4302203	12-MAR-2013	Registered
ZER0%	U.S. Federal	85392449	08-AUG-2011	4103362	21-FEB-2012	Registered Supplemental Register
ESSENTIEL ELEMENTS	U.S. Federal	85076970	02-JUL-2010	3930865	15-MAR-2011	Registered
BEEKIND	U.S. Federal	77607313	04-NOV-2008	3667792	11-AUG-2009	Registered
SPROUT OUT	U.S. Federal	77542250	08-AUG-2008	3641065	16-JUN-2009	Registered
LONDON COLLECTION	U.S. Federal	78722141	28-SEP-2005	3138907	05-SEP-2006	Registered
AQUA LIME	U.S. Federal	76618202	28-OCT-2004	3139632	05-SEP-2006	Registered
GILCHRIST & SOAMES	U.S. Federal	74699180	10-JUL-1995	2017167	19-NOV-1996	Registered
GILCHRIST & SOAMES	U.S. Federal	73235293	15-OCT-1979	1162380	28-JUL-1981	Registered

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date	Status
GILCHRIST & SOAMES	Canada	677829	19-Feb-91	TMA403965	23-Oct-92	Registered
GILCHRIST & SOAMES SPA THERAPY	Mexico	1510081	25-JUL-2014			Unpublished Application (Pending)
GILCHRIST & SOAMES	Mexico	666476	14-JUL-2004	881936	24-MAY-2005	Renewed (Registered)
GILCHRIST & SOAMES	Mexico	666479	14-JUL-2004	881937	24-MAY-2005	Registered
GILCHRIST & SOAMES	Brazil	830997687	05-APR-2011	830997687	22-JUL-2014	Registered
GILCHRIST & SOAMES	Benelux	71313	30-JAN-1991	R 491963		Registered
GILCHRIST SOAMES	France	INPI 270710	28-FEB-1991	N 1646996		Registered
GILCHRIST & SOAMES	Germany	G 39015	18-JAN-1991	2019732	31-AUG-1992	Registered
GILCHRIST & SOAMES	Italy	MI/2010/00574 1	27-MAY-2010	1306552	08-JUN-2010	Registered
GILCHRIST & SOAMES	Norway	199100436	22-JAN-1991	161429	17-FEB-1994	Registered
GILCHRIST SOAMES	Switzerland	454/1991	22-JAN-1991	P-388296	18-NOV-1991	Registered
GS	United Kingdom © British Crown Copyright	2038333	26-SEP-1995	2038333	27-SEP-1996	Registered
GILCHRIST & SOAMES	United Kingdom © British Crown Copyright	1390937	06-JUL-1989	1390937	09-AUG-1991	Registered
ESSENTIEL ELEMENTS BATHE	Community Trademarks	12587788	11-FEB-2014	12587788	20-JUN-2014	Registered
BEEKIND	Community Trademarks	9308362	11-AUG-2010	9308362	24-JAN-2011	Registered

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date	Status
GILCHRIST & SOAMES	Community Trademarks	1551449	07-MAR-2000	1551449	01-JUN-2001	Registered
GILCHRIST SOAMES	China	3235873	08-JUL-2002	3235873	14-MAR-2004	Registered
GILCHRIST SOAMES	China	3235872	08-JUL-2002	3235872	14-OCT-2003	Registered
GILCHRIST AND SOAMES	India	2112310	09-MAR-2011			Registered
GILCHRIST & SOAMES	Malaysia	2011005959	31-MAR-2011			Application (Pending)
ESSENTIEL ELEMENTS	Australia	1645939	09-SEP-2014			Unpublished Application (Pending)
GILCHRIST & SOAMES	Australia	549008	21-JAN-1991	549008	21-JAN-1991	Registered
GILCHRIST & SOAMES	New Zealand	610844	20-MAR-2000	610844	05-APR-2001	Registered