

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM398936

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Babo Botanicals, LLC		09/15/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York		
Street Address:	511 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86756110	NUTRI-SOOTHE	
Serial Number:	86882673	NUTRI-FIRM COMPLEX	
Serial Number:	86933699	SENSITIVE BABY	
Serial Number:	86441796	FAMILY COMES FIRST, NATURALLY	
Registration Number:	3775773	NUTRI-SOOTHE	
Registration Number:	3800451	BABO BOTANICALS	
Registration Number:	3772835		
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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Gloria Sheehan		
SIGNATURE:	/Gloria Sheehan/		

OP \$190.00 86756110

DATE SIGNED:	09/19/2016
Total Attachments: 5 source=Babo Botanicals - Trademark#page1.tif source=Babo Botanicals - Trademark#page2.tif source=Babo Botanicals - Trademark#page3.tif source=Babo Botanicals - Trademark#page4.tif source=Babo Botanicals - Trademark#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("*Trademark Security Agreement*"), dated as of September 15, 2016, is made by BABO BOTANICALS, LLC, a New York limited liability company (the "*Client*"), in favor of ISRAEL DISCOUNT BANK OF NEW YORK (the "*Bank*").

WHEREAS, the Client has entered into an Accounts Receivable Management and Security Agreement, dated as of September 15, 2016 (the "*ARMS Agreement*"), with the Bank.

WHEREAS, under the terms of the ARMS Agreement, the Client has granted to the Bank a security interest in, among other property, the intellectual property of the Client, and has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Client agrees with the Bank as follows:

1. **Grant of Security Interest.** The Client hereby pledges and grants to the Bank a security interest in and to all of the right, title and interest of the Client in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*");

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "*Trademarks*"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Client accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** The Client authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Bank.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the ARMS Agreement, which is hereby incorporated by reference. The provisions of the ARMS Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Bank with respect to the Trademark Collateral are as provided by the ARMS Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

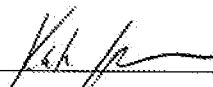
5. **Successors and Assigns.** This Trademark Security Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]


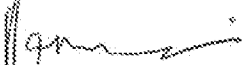
IN WITNESS WHEREOF, the Client has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

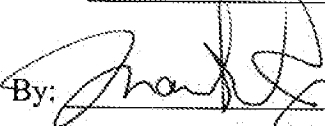
BABO BOTANICALS, LLC

By: 
Name: Kate Solomon
Title: CEO

Agreed to and accepted:

ISRAEL DISCOUNT BANK OF
NEW YORK

By:  
Name: VINITA Ramwani
Title: SVP

By: 
Name: Mark P. Reiner
Title: Senior Vice President

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

Serial Number	Registration Number	Word Mark
86756110	N/A	Nutri-Soothe
86882673		Nutri-Firm Complex
86933699		Sensitive Baby
86441796		Family Comes First, Naturally
77624356	3775773	Nutri-Soothe
77624360	3800451	Babo Botanicals
77625684	3772835	[Design Only]