# OP \$640.00 3731950

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM402951

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Saje Natural Business Inc.		10/21/2016	Corporation: CANADA

#### **RECEIVING PARTY DATA**

Name:	Bank of Montreal	
Street Address:	6th Floor, 595 Burrard St.	
City:	Vancouver, BC	
State/Country:	CANADA	
Postal Code:	V7X 1L7	
Entity Type:	Corporation: CANADA	

#### **PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark		
Registration Number:	3731950	SAJE NATURAL WELLNESS		
Serial Number:	87109058	AIROMA LOO		
Serial Number:	87111856	AROMAART		
Serial Number:	87103933	AROMABREEZE		
Serial Number:	87103977	AROMAGEM		
Serial Number:	87090323	AROMAGENI		
Serial Number:	87104029	AROMAOM		
Serial Number:	87111983	CITRUS DREAM		
Serial Number:	87111119	FORTIFY		
Serial Number:	87110412	GUTZY		
Serial Number:	87125502	KATE'S FAVES		
Serial Number:	87112165	LIQUID SUNSHINE		
Serial Number:	87124121	MOUNTAIN HIGH		
Serial Number:	87121458	PEACEFUL SLUMBER		
Serial Number:	87090354	PEPPERMINT HALO		
Serial Number:	87104052	POCKET FARMACY		
Serial Number:	87112209	RELAX-O-RING		
Serial Number:	87112225	ROLLING FARMACY		
Serial Number:	87103884	SAJE		

Property Type	Number	Word Mark
Serial Number:	87103994	SAJE
Serial Number:	87112250	SPA SPIRIT
Serial Number:	87134003	SWISH
Serial Number:	87112282	TRANQUILITY
Serial Number:	87150499	TRAUMA LESS
Serial Number:	87112272	ZAP

#### CORRESPONDENCE DATA

**Fax Number:** 2063891708

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:** 206-624-3600

Email: bgoto@riddellwilliams.com

Correspondent Name: Bruce Goto

Address Line 1: 1001 4th Ave., Suite 4500
Address Line 4: Seattle, WASHINGTON 98154

#### DOMESTIC REPRESENTATIVE

Name: Bruce Goto

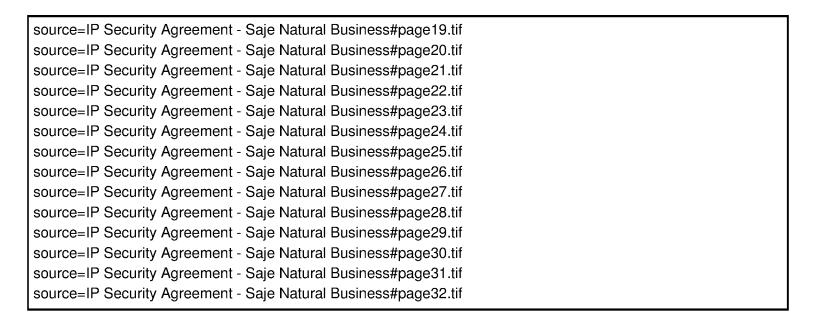
**Address Line 1:** 1001 4th Ave. #4500

Address Line 4: Seattle, WASHINGTON 98154

NAME OF SUBMITTER: Bruce Goto	
SIGNATURE:	/Bruce Goto/
DATE SIGNED:	10/21/2016

#### **Total Attachments: 32**

source=IP Security Agreement - Saje Natural Business#page1.tif source=IP Security Agreement - Saje Natural Business#page2.tif source=IP Security Agreement - Saje Natural Business#page3.tif source=IP Security Agreement - Saje Natural Business#page4.tif source=IP Security Agreement - Saje Natural Business#page5.tif source=IP Security Agreement - Saje Natural Business#page6.tif source=IP Security Agreement - Saje Natural Business#page7.tif source=IP Security Agreement - Saje Natural Business#page8.tif source=IP Security Agreement - Saje Natural Business#page9.tif source=IP Security Agreement - Saje Natural Business#page10.tif source=IP Security Agreement - Saje Natural Business#page11.tif source=IP Security Agreement - Saje Natural Business#page12.tif source=IP Security Agreement - Saje Natural Business#page13.tif source=IP Security Agreement - Saje Natural Business#page14.tif source=IP Security Agreement - Saje Natural Business#page15.tif source=IP Security Agreement - Saje Natural Business#page16.tif source=IP Security Agreement - Saje Natural Business#page17.tif source=IP Security Agreement - Saje Natural Business#page18.tif



#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

#### (SAJE NATURAL BUSINESS INC.)

TO: Bank of Montreal (the "Lender")

DATE: October 21, 2016

FOR VALUE RECEIVED and intending to be legally bound by this Security Agreement, the undersigned (the "Obligor") agrees as follows:

#### 1. INTERPRETATION

- 1.1 **Terms Incorporated for Reference.** All capitalized terms used but not otherwise defined in this Security Agreement shall have the meanings attributed to them in the Credit Agreement (as defined below). Terms defined in the *Personal Property Security Act* (British Columbia) (as amended from time to time, the "**PPSA**") and used but not otherwise defined in this Security Agreement shall have the same meaning herein.
- 1.2 **Defined Terms.** In this Security Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the following meanings:
  - (i) "Collateral" has the meaning set forth in section 2.1;
  - (ii) "COTS" means commercially available off-the-shelf software licensed by the Obligor pursuant to the licensor's standard terms on a non-exclusive basis having a value of no more than CAD\$5,000 per licence;
  - (iii) "Event of Default" means the occurrence of an Event of Default as defined in the Credit Agreement;
  - (iv) "Intellectual Property" means the Collateral, other than any proceeds or payments;
  - (v) "Licences" means any and all licences, sub-licences, leases, sub-leases, agreements to license or sub-license or lease or sub-lease, rights of use or control (whether as licensee or licensor or lessee or lessor and whether exclusive or nonexclusive) in respect of or in connection with the acquisition, ownership or use of Intellectual Property, together in each case with any amendments, supplements, modifications, extensions, renewals or replacements thereof, and "Licence" means any one of them;
  - (vi) "Lien" means a Lien as defined in the Credit Agreement;
  - (vii) "Obligations" means the Obligations as defined in the Credit Agreement, and includes the obligations set out in Section 2.2 herein;

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- (viii) "PPSA" has the meaning set forth in Section 1.1;
- (ix) "Royalties" means all royalties, rents, issues, proceeds, profits or other fees (including, without limitation, licence fees), charges, assessments or penalties payable to the Obligor or due or accruing due to the Obligor pursuant to any Licence; and
- (x) "Security Interest" means the Liens granted in this Security Agreement.

#### 2. SECURITY

- 2.1 Grant of Security Subject to Section 2.4, the Obligor hereby (i) mortgages and charges to the Lender as and by way of a fixed mortgage and charge; (ii) pledges to the Lender; and (iii) grants to the Lender a Lien in, all of the Obligor's right, title and interest throughout the world in and to the following property, which is currently or in the future may be owned, created, acquired, or used (whether pursuant to a Licence or otherwise) by the Obligor, in whole or in part (collectively, the "Collateral", and all references thereto herein include any part thereof):
  - (a) all trade-marks and rights and interests which are capable of being protected as trade-marks (including trade-marks, service marks, certification marks, designs, logos, indicia, trade-names, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), Licences in respect thereof and rights to register, renew and extend such trade-marks and trade-mark rights and any and all copyrights in such trade-marks;
  - (b) all patents, patent applications, industrial designs and industrial design applications, including all reissues, divisions and continuations in part, Licences in respect thereof, foreign filing rights, and rights to register, renew and extend such rights;
  - (c) the trade-mark registrations and pending applications listed on **Schedule A** attached hereto, as the same may be updated hereafter from time to time, and all Licences in respect thereof;
  - (d) the patents, patent applications, industrial designs and industrial design applications listed on **Schedule B** attached hereto, as the same may be updated hereafter from time to time, and all Licences in respect thereof;
  - (e) the right to register trade-mark claims and to apply for, renew and extend trade-mark registrations and trade-mark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of the Obligor or in the name of the Lender for past, present and future infringements or violations of trade-marks, registrations, or other trade-mark rights and the associated goodwill;
  - (f) all of the Obligor's right, title and interest in and to all patentable and unpatentable inventions and all industrial designs, and to file applications for patents and industrial designs and to request reexamination and/or reissue of the patents, the

- right (without obligation) to sue or bring interference proceedings in the name of the Obligor or in the name of the Lender for past, present and future infringements of the patents and industrial designs;
- (g) all copyrights, copyright applications, copyright registrations, know-how, trade secrets, technical processes, recipes and formulae and Licences in respect thereof;
- (h) all general intangibles relating to the foregoing, including all associated goodwill; and
- (i) all proceeds of and rights associated with any and all of the foregoing (including, without limitation, claims by the Obligor against third parties for past, present or future infringement of the Intellectual Property, including those items listed in the Schedules to this Agreement, or for injury to the goodwill associated with the use of any of the trade-marks or for breach or enforcement of any Licence, Royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guarantee, payable by reason of loss or damage to or otherwise with respect to the Collateral.

#### 2.2 Obligations Secured

- (a) The Collateral constitutes and will constitute continuing security for the Obligations of the Obligor to the Lender under the Credit Agreement as well as the following obligations:
  - (i) <u>Indebtedness</u> The prompt payment, as and when due and payable, of all amounts now or hereafter owing by the Obligor to the Lender, including by way of guarantee or indemnity, whether now existing or hereafter incurred, matured or unmatured, direct, indirect, joint or several, or contingent including any extensions and renewals thereof, and all future advances and re-advances; and
  - (ii) <u>Performance of Agreements</u> The strict performance and observance by the Obligor of all agreements, warranties, representations, covenants and conditions of the Obligor made pursuant to this Security Agreement or any other agreement between the Obligor and the Lender all as now in effect or as hereafter entered into or amended.
- (b) All reasonable expenses, costs and charges incurred by or on behalf of the Lender in connection with the preparation and issuance of this Security Agreement, the perfection, preservation and protection of the Security Interest and the enforcement of the Lender's rights and remedies hereunder, including the realization of the Collateral, and including all legal fees (on a solicitor and solicitor's own client basis) and disbursements, court costs, receiver's or agent's remuneration and other expenses of taking possession of, repairing, protecting, insuring, preparing for disposition, realizing, collecting, selling, licensing, transferring, delivering or obtaining payment of the Collateral, shall be added to and form a part of the Obligations.

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#### 2.3 Attachment

- (a) The Obligor and the Lender hereby acknowledge that (i) value has been given; (ii) the Obligor has rights in the Collateral (other than after-acquired Collateral); and (iii) they have not agreed to postpone the time of attachment of the Security Interest.
- (b) The Obligor agrees to promptly inform the Lender in writing of the acquisition by the Obligor of any application or registration in or to any intellectual property which is not already described herein, and the Obligor agrees to execute and deliver at its own expense from time to time amendments to this Security Agreement or the schedules hereto or additional security agreements or schedules as may be required by the Lender in order that the Security Interest shall attach to such intellectual property.

#### 2.4 Scope of Security Interest

- (a) Nothing in Section 2.1 shall be construed as a pledge by the Obligor (which term shall include a sub-licence, mortgage, pledge or charge) of any Intellectual Property licensed to the Obligor as licensee or any Licence which, as a matter of law or by its terms, may not be pledged without the consent or authorization of the licensor or licensee unless such consent or authorization has been obtained. To the extent that the creation of the Security Interest would constitute a breach or permit the acceleration of any Licence to which the Obligor is a party, the Security Interest shall not attach to the Intellectual Property licensed thereby or the Licence but the Obligor shall hold its interest therein in trust for the Lender, and, in the case of any such potential breach or acceleration of any Licence, shall use reasonable efforts to obtain the consent of the other party thereto. Upon the Obligor obtaining the consent of such other party, the Security Interest shall be deemed to have automatically attached to such Intellectual Property and Licence.
- (b) Until the Security Interest shall have become enforceable, the grant of the Security Interest in the Intellectual Property shall not affect in any way the Obligor's rights to commercially exploit the Intellectual Property, to defend the Intellectual Property, to enforce the Obligor's rights therein or with respect thereto against third parties in any court or to claim and be entitled to receive any damages with respect to any infringement or violation thereof.
- (c) The Security Interest shall not extend or apply to the last day of any term of years reserved by a Licence, but the Obligor shall stand possessed of any such reversion in trust to assign and dispose thereof as the Lender may direct.
- (d) The Lender will not be deemed in any manner to have assumed any obligation of the Obligor under any Licence nor shall the Lender be liable to any governmental authority or licence counterparties by reason of any default by any person under any contract. The Obligor agrees to indemnify and hold the Lender harmless of and from all liability, loss, damage or expense which it may or might incur by reason of any claim or demand against it based on its alleged assumption of the Obligor's

- duty and obligation to perform and discharge the terms, covenants and agreements in any Licence.
- (e) It is expressly acknowledged by the Obligor that, notwithstanding any right or authority granted to the Obligor herein or in any other agreement or instrument to deal with the Collateral, it is the intention of the Obligor and the Lender that (i) the Security Interest shall operate and be construed as a fixed and specific charge of all Collateral in respect of which the Obligor presently has rights, and as a fixed and specific charge of all after-acquired Collateral which shall attach forthwith upon the Obligor acquiring rights therein, and (ii) the Security Interest shall neither operate nor be construed as a floating charge.

#### 2.5 The Lender's Care and Custody of the Collateral

- (a) The Lender shall not be bound to dispose of, realize, protect or enforce any of the Obligor's right, title and interest in and to the Collateral or to institute proceedings for the purpose thereof.
- (b) The Lender shall have no obligation to keep Collateral in its possession identifiable.
- (c) The Lender may, after the Security Interest shall have become enforceable, (i) notify any person obligated on a Licence to make payment thereunder to the Lender whether or not the Obligor was theretofore making collections thereon, and (ii) assume control of any proceeds arising from the Collateral.
- 2.6 The Obligor's Dealing with the Collateral Except as permitted by the Credit Agreement, the Obligor shall not, without the prior written consent of the Lender, sell, exchange, license, release or abandon or otherwise dispose of the Collateral, except in the course of ordinary business of the Obligor, or create, assume or permit to remain outstanding any Lien in, on or of the Collateral.
- 2.7 <u>Right of Set-Off</u> The Obligations secured by this Security Agreement shall be paid, when due, by the Obligor to the Lender without regard to any equities existing among the Obligor and the Lender and without regard to any right of set-off or cross-claim or of any claim or demand of the Obligor against the Lender or otherwise.
- 2.8 Protective Disbursements If the Obligor fails to perform any covenant on its part contained in this Security Agreement then the Lender may, in its absolute discretion, perform any such covenant capable of being performed by it and, if any such covenant reasonably requires the payment or expenditure of money, the Lender may make such payment but shall be under no obligation to do so, and all sums so paid or expended by the Lender shall be immediately payable by the Obligor, shall bear interest at the highest rate set forth in the Credit Agreement until paid and shall be secured hereby, having the benefit of the Lien hereby created in priority to the indebtedness evidenced by this Security Agreement. No such performance or payment shall relieve the Obligor from any default under this Security Agreement or any consequences of such default.

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#### 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

The Obligor hereby represents, warrants, and covenants that:

#### 3.1 Intellectual Property Listing

- (a) A true and complete schedule setting forth all trade-mark registrations, and pending applications owned or controlled by the Obligor or licensed to the Obligor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on **Schedule A** attached hereto.
- (b) A true and complete schedule setting forth all patents, patent applications, industrial designs and industrial design applications owned or controlled by the Obligor or licensed to the Obligor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on **Schedule B** attached hereto.
- (c) A true and complete schedule setting forth all copyright applications and registrations owned or controlled by the Obligor or licensed to the Obligor (excluding licenses to COTS), together with a summary description and full information in respect of the filing or issuance thereof is set forth on **Schedule C** attached hereto.
- 3.2 <u>Validity</u>: Enforceability The Intellectual Property is valid and enforceable. The Obligor is not currently aware of any past, present, or prospective claim by any third party that any of the Intellectual Property is invalid or unenforceable. The Obligor is not currently aware that the use of the Intellectual Property violates the rights of any third person, or of any basis for any such claims.
- 3.3 <u>Title</u> The Obligor is the exclusive owner of the entire and unencumbered right, title, and interest in and to the Intellectual Property identified in Schedules A, B and C and in and to all other Intellectual Property except that, if any, which is licensed from third parties, free and clear of any Liens, including licences, shop rights and covenants by the Obligor not to sue third persons.
- Quality The Obligor has used and will continue to use standards that are consistent with the Obligor's past practices in the manufacture, sale and delivery of products and services sold or delivered under or in connection with all the trade-marks comprised within the Intellectual Property, and will continue to maintain the validity of the Intellectual Property, except in the ordinary course of business.
- 3.5 <u>Perfection of Security Interest</u> Except for the filing of a financing statement with provincial or state personal property registries, and filings with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the United States Copyright Office, or the corresponding offices in any other country which may be necessary to perfect the Security Interest, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by the Obligor of the Security Interest or for the execution, delivery or performance of this

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Security Agreement by the Obligor or for the perfection of or the exercise by the Lender of its rights hereunder to the Collateral in Canada or the United States.

- Litigation and Proceedings The Obligor shall commence and diligently prosecute in its 3.6 own name, as the real party in interest, for its own benefit and its own expense, such suits, administrative proceedings, or other actions for infringement or other causes of action as are in its reasonable business judgment necessary to protect the Collateral. The Obligor shall diligently defend all material suits, administrative proceedings or other actions brought by third parties in respect of the Intellectual Property or use thereof. The Obligor shall provide to the Lender any information with respect thereto requested by the Lender. The Lender may, but shall not be required to, provide at the Obligor's expense all necessary cooperation in connection with any such suits, proceedings or actions including, without limitation, joining as a necessary party. Following the Obligor becoming aware thereof, the Obligor shall promptly notify the Lender of the institution of or any final adverse determination in any proceeding in any patent, trade-mark or copyright office or other regulatory authority, or any Canadian, United States, state, provincial or foreign court regarding the Obligor's claim of ownership in any of the Intellectual Property, its right to apply for the same or its right to keep and maintain such rights.
- 3.7 Right to Inspect The Obligor grants to the Lender and its employees and agents the right to visit the Obligor's plants and facilities in which services are offered or performed in association with any of the Intellectual Property and to inspect the products and quality control records relating thereto at reasonable times during regular business hours, at the Lender's cost and with at least two days' notice to the Obligor.

#### 4. ENFORCEMENT

- 4.1 <u>Application</u> The provisions of this Section 4 apply on the occurrence of an Event of Default which is continuing.
- 4.2 <u>Remedies</u> Whenever the Security Interest has become enforceable, the Lender may realize upon the Collateral and enforce the rights of the Lender by:
  - (a) sale, assignment, license, sub-license, granting options or options to purchase or any other disposal of the Collateral including all associated goodwill;
  - (b) collection of any proceeds arising in respect of the Collateral;
  - (c) collection, realization or sale of or other dealing with Royalties;
  - (d) the exercise of any contractual, legal or other rights or interests of the Obligor under or in respect of the Collateral;
  - (e) the payment of any Lien that may exist or be threatened against the Collateral, in which event such amount and any costs, charges and expenses incurred in connection therewith shall be added to the Obligations;

- (f) the appointment by instrument in writing of a receiver (which term as used in this Security Agreement includes a receiver and manager) or agent of the Collateral and the removal or replacement of such receiver or agent from time to time;
- (g) the institution of proceedings in any court of competent jurisdiction for the appointment of a receiver of the Collateral;
- (h) the institution of proceedings in any court of competent jurisdiction for sale or foreclosure of the Collateral;
- (i) filing proofs of claim and other documents to establish claims in any proceeding relating to the Obligor;
- (j) the set-off and application against the Obligations, to the fullest extent permitted by law, of any monies to be paid by the Lender to the Obligor under the Credit Agreement or any other agreement between the Lender and the Obligor; and
- (k) any other remedy or proceeding authorized or permitted by applicable law.

In addition, upon the enforcement by the Lender of the Security Interest, or upon the appointment of a receiver or receiver-manager of the Obligor or any of the Collateral, the Obligor shall grant to the Lender a royalty-free exclusive licence to use the Intellectual Property to the extent necessary to enable the Lender to use, possess and realize upon the Intellectual Property and to enable any successor or assign to enjoy the benefits of all the Intellectual Property.

Such remedies may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights of the Lender however created. The Lender may proceed by way of any action, suit or other proceeding available at law and no right, remedy or power of the Lender shall be exclusive of or dependent on any other. The Lender may exercise any of its rights, remedies or powers separately or in combination and at any time. The Lender shall not be bound to exercise any such rights or remedies, and the exercise of such rights and remedies shall be without prejudice to the rights of the Lender in respect of the Obligations including the right to claim for any deficiency.

4.3 Additional Rights In addition to the remedies of the Lender set forth in Section 4.1, the Lender may, whenever the Security Interest has become enforceable, demand, commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral, and give valid and effectual receipts and discharges therefor and compromise or give time for the payment or performance of all or any part of the accounts or any contract or any other obligation of any third party to the Obligor relating to the Collateral.

#### 4.4 Concerning the Receiver

(a) Any receiver appointed by the Lender shall be vested with the rights and remedies which could have been exercised by the Lender in respect of the Obligor or the Collateral and such other powers and discretions as are granted in the instrument of

- appointment and any instrument or instruments supplemental thereto. The identity of the receiver, any replacement thereof and any remuneration thereof shall be within the unfettered discretion of the Lender.
- (b) Any receiver appointed by the Lender shall act as agent for the Lender for the purposes of taking possession of the Collateral, but otherwise and for all other purposes (except as provided below) as agent for the Obligor. The receiver may sell, assign, license, sublicense, grant options or options to purchase or otherwise dispose of Collateral, including all associated goodwill, as agent for the Obligor or as agent for the Lender (but in all cases shall take direction from the Lender) as the Lender may determine in its sole and unfettered discretion. The Obligor agrees to ratify and confirm all actions of the receiver acting as agent for the Obligor, and to release and indemnify the receiver in respect of all such actions, unless arising from the receiver's own violation of law, gross negligence, or willful misconduct.
- (c) The Lender, in appointing or refraining from appointing any receiver, shall not incur liability to the receiver, the Obligor or otherwise and shall not be responsible for any misconduct or negligence of such receiver.
- 4.5 Appointment of Attorney The Obligor hereby irrevocably appoints the Lender (and any officer thereof) as attorney of the Obligor (with full power of substitution) to exercise, whenever the Security Interest has become enforceable, in the name of and on behalf of the Obligor any of the Obligor's right (including the right of disposal), title and interest in and to the Collateral including the execution, endorsement and delivery of any agreements, documents, instruments and any notices, receipts, assignments or verifications of or in respect of Royalties. All acts of any such attorney are hereby ratified and approved, and such attorney shall not be liable for any act, failure to act or any other matter or thing in connection therewith, except for its own negligence or willful misconduct.

#### 4.6 <u>Dealing with the Collateral and the Security Interest</u>

- (a) The Lender shall not be obliged to exhaust its recourses against the Obligor or any other person or persons or against any other security the Secured may hold in respect of the Obligations before realizing upon or otherwise dealing with the Collateral in such manner as the Lender may consider desirable.
- (b) The Lender may grant extensions or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Obligor and with other persons, sureties or securities as the Lender may see fit, all without prejudice to the Obligations or the rights of the Lender in respect of the Collateral.
- (c) The Lender shall not be (i) bound under any circumstances to realize upon the Collateral; (ii) liable or accountable for any failure to collect, realize or obtain payment in respect of the Collateral; (iii) bound to institute proceedings for the purpose of collecting, enforcing, realizing or obtaining payment of the Collateral or for the purpose of preserving any rights of the Lender and the Obligor or any other

- persons in respect thereof; (iv) responsible for any loss occasioned by any sale or other dealing with the Collateral or by the retention of or failure to sell or otherwise deal therewith; or (v) bound to protect the Collateral from depreciating in value or becoming worthless.
- (d) All moneys from time to time received by the Lender or the receiver may be applied as follows: first, in discharge of all operating expenses and other ongoings affecting the Collateral; second, in keeping in good standing all Liens on the Collateral having priority over the Security Interest; third, in payment of the remuneration and disbursements of the receiver (if any); fourth, in payment to the Lender of moneys payable hereunder and under the Credit Agreement or any other agreements between the Lender and the Obligor entered into pursuant thereto; and the balance, if any, shall be paid to the Obligor or as a court of competent jurisdiction may direct. If there shall be a deficiency, the Obligor shall remain liable for such deficiency and shall pay the amount of such deficiency to the Lender forthwith.
- 4.7 <u>Standard of Sale</u> Without prejudice to the ability of the Lender to dispose of the Collateral in any manner which is commercially reasonable, the Obligor acknowledges that a disposition of Collateral by the Lender which takes place substantially in accordance with the following provisions shall be deemed to be commercially reasonable:
  - (a) Collateral may be disposed of in whole or in part;
  - (b) Collateral may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality;
  - (c) any purchaser or licensee of such Collateral may be a customer or related party of the Lender;
  - (d) a disposition of Collateral may be on such terms and conditions as to credit, deferred payment or otherwise as the Lender, in its discretion, may deem advantageous;
  - (e) the Lender may establish an upset or reserve bid or price in respect of the Collateral; and
  - (f) the Lender may buy in, rescind or vary any contract for the disposition of Collateral and may dispose of any Collateral again without being obligated to account or answer for any gain or loss occasioned thereby.
- 4.8 <u>Dealings by Third Parties</u> No person dealing with the Lender or its agent or a receiver shall be required (i) to determine whether the Security Interest has become enforceable; (ii) to determine whether the powers which the Lender or such agent or receiver on behalf of the Lender is purporting to exercise have become exercisable; (iii) to determine whether any money remains due to the Lender by the Obligor; (iv) to determine the necessity or expediency of the stipulations and conditions subject to which any sale or licence shall be made; (v) to determine the propriety or regularity of any sale or of any other dealing by the

Lender with the Collateral; or (vi) to see to the application of any money paid to the Lender.

#### 5. GENERAL

- 5.1 <u>Discharge</u> The Security Interest shall be released and discharged upon, but only upon, full payment of the Obligations and at the request and expense of the Obligor.
- 5.2 <u>No Mergers, etc.</u> No judgment recovered by the Lender shall operate by way of merger of or in any way affect the Security Interest, which is in addition to and not in substitution for any other security now or hereafter held by the Lender in respect of the Obligations.
- 5.3 <u>Waivers, etc.</u> No amendment, consent or waiver by the Lender shall be effective unless made in writing and signed by an authorized officer of the Lender and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- 5.4 <u>Further Assurances</u> The Obligor shall from time to time, whether before or after the Security Interest shall have become enforceable, do all such acts and things and execute and deliver all such deeds, transfers, assignments and instruments as the Lender may reasonably require for protecting the Collateral or perfecting the Security Interest and for exercising all rights, remedies, powers, authorities and discretions hereby conferred upon the Lender, and the Obligor shall, from time to time after the Security Interest has become enforceable, do all such acts and things and execute and deliver all such deeds, transfers, assignments and instruments as the Lender may require for facilitating the sale of or other dealing with the Collateral in connection with any realization thereof.
- Notices All notices, requests, demands, directions and communications (in this Section 5.5, "notices") hereunder shall be sent by telex, facsimile or similar means of recorded communication or hand delivery and shall be effective when hand delivered or, in the case of successful telex, facsimile or similar means of recorded communication, when received. All notices shall be given to the respective addresses as set out in the notice provisions of the Credit Agreement or, in either case, in accordance with any unrevoked written direction as to a change of address given in accordance with this Section 5.5.
- Successors and Assigns This Security Agreement shall be binding upon the Obligor, its successors and permitted assigns, and shall enure to the benefit of the Lender and its successors and assigns. The Obligor may not assign or novate any of its rights or obligations under this Security Agreement without the prior written consent of the Lender. All rights of the Lender hereunder shall be assignable in accordance with the terms of the Credit Agreement.
- 5.7 <u>Headings, etc.</u> The division of this Security Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.
- 5.8 <u>Severability</u> If and to the extent that any provision hereof shall conflict with any mandatory provision of the PPSA (including, without limitation, an exclusion or purported

exclusion of a duty or onus imposed by the PPSA or a limitation or purported limitation of the liability of or the amount of damages recoverable from a person who has failed to discharge a duty or obligation imposed by the PPSA), such provision of the PPSA shall govern. The provisions of this Security Agreement are intended to be severable. If any provision of this Security Agreement shall be held to be invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

- 5.9 <u>Governing Law</u> This Security Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and of the federal laws of Canada applicable therein.
- 5.10 <u>Incorporation of Schedules</u> Schedules A, B and C shall, for all purposes hereof, form an integral part of this Security Agreement.
- 5.11 <u>Conflict</u> In the event of a conflict or inconsistency between the provisions of this Security Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall prevail.
- 5.12 <u>Acknowledgment of Receipt / Waiver</u> The Obligor acknowledges receipt of an executed copy of this Security Agreement and expressly waives the right to receive a copy of any financing statement or confirmation statement or financing change statement which may be registered by or on behalf of the Lender in connection with this Security Agreement or any verification statement issued with respect thereto, where such waiver is not otherwise prohibited by law.

[Signature page follows]

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IN WITNESS WHEREOF the Obligor has duly executed this Security Agreement as of date first written above.

SAJE NATURAL BUSINESS INC.,

by its authorized signatory:

Name: Kate Ross LoBlanc

Title: Chief Executive officer

#### SCHEDULE A

### TRADE-MARKS, TRADE-MARK REGISTRATIONS AND PENDING APPLICATIONS

[See attached]

#### **SCHEDULE A**

#### INTELLECTUAL PROPERTY

The following is a list of registered trademarks owned by the Borrower:

Description	Registration Number	Country	Filing Date	Expiration Date
AROMAGENI	TMA865,301	Canada	October 17, 2012	November 18, 2028
PEPPERMINT HALO	TMA865,303	Canada	October 15, 2012	November 18, 2028
SAJE (stylized design)  Saje	TMA567,506	Canada	September 17, 2002	September 17, 2017
Saje Natural Wellness	5380739	Japan	January 7, 2011	January 7, 2021
SAJE NATURAL WELLNESS	3731950	USA	December 4, 2007	December 29, 2019

The following is a list of trademark applications filed by the Borrower:

Description	Application Number	Country	Filing Date	Status
AIROMA LOO	1791856	Canada	July 18, 2016	Pending
ALLERGY RELEASE	1791843	Canada	July 18, 2016	Pending
aromaArt	1792297	Canada	July 20, 2016	Pending
aromaBreeze	1791266	Canada	July 13, 2016	Pending
aromaGem	1791277	Canada	July 13, 2016	Pending
aromaOm	1791290	Canada	July 13, 2016	Pending

Description	Application Number	Country	Filing Date	Status
CITRUS DREAM	1792307	Canada	July 20, 2016	Pending
EATER'S DIGEST	1792402	Canada	July 21, 2016	Pending
IMMUNE	1792400	Canada	July 21, 2016	Pending
KATE'S FAVES	1793986	Canada	August 2, 2016	Pending
LIQUID SUNSHINE	1792329	Canada	July 20, 2016	Pending
MOUNTAIN HIGH	1793793	Canada	July 29, 2016	Pending
POCKET FARMACY	1791315	Canada	July 13, 2016	Pending
RELAX-O-RING	1792325	Canada	July 20, 2016	Pending
REMETEA	1792337	Canada	July 20, 2016	Pending
ROLLING FARMACY	1792365	Canada	July 20, 2016	Pending
SAJE (standard characters)	1791329	Canada	July 13, 2016	Pending
SAJE (stylized design)	1791330	Canada	July 13, 2016	Pending (See Note 1)
SAJE NATURAL WELLNESS	1791331	Canada	July 13, 2016	Pending
SNORE NO MORE	1793792	Canada	July 29, 2016	Pending
SPA SPIRIT	1792399	Canada	July 21, 2016	Pending
SWISH	1794989	Canada	August 9, 2016	Pending
TRANQUILITY	1792401	Canada	July 21, 2016	Pending
ZAP	1792369	Canada	July 20, 2016	Pending
SAJE (standard characters)	1785499	Australia	July 25, 2016	Pending

Description	Application Number	Country	Filing Date	Status
SAJE (stylized design)	1785501	Australia	July 25, 2016	Pending
SAJE NATURAL WELLNESS	1774336	Australia	June 1, 2016	Pending
Saje (stylized design)	015697329	European Union	July 28, 2016	Pending
SAJE (standard characters)	015692296	European Union	July 25, 2016	Pending
SAJE NATURAL WELLNESS	015697386	European Union	July 28, 2016	Pending
SAJE (standard characters)	303849058	Hong Kong	July 25, 2016	Pending
Saje (stylized design)	303849067	Hong Kong	July 25, 2016	Pending
SAJE NATURAL WELLNESS	303849076	Hong Kong	July 25, 2016	Pending
AIROMA LOO	87109058	USA	July 19, 2016	Pending
aromaArt	87111856	USA	July 21, 2016	Pending
aromaBreeze	87103933	USA	July 14, 2016	Pending
aromaGem	87103977	USA	July 14, 2016	Pending
aromaGeni	87090323	USA	June 30, 2016	Pending
aromaOm	87104029	USA	July 14, 2016	Pending

Description	Application Number	Country	Filing Date	Status
CITRUS DREAM	87111983	USA	July 20, 2016	Pending
FORTIFY	87111119	USA	July 21, 2016	Pending
GUTZY	87110412	USA	July 20, 2016	Pending
KATE'S FAVES	87125502	USA	August 3, 2016	Pending
LIQUID SUNSHINE	87112165	USA	July 20, 2016	Pending
MOUNTAIN HIGH	87124121	USA	August 2, 2016	Pending
PEACEFUL SLUMBER	87121458	USA	July 29, 2016	Pending
PEPPERMINT HALO	87090354	USA	June 30, 2016	Pending
POCKET FARMACY	87104052	USA	July 14, 2016	Pending
RELAX-O-RING	87112209	USA	July 20, 2016	Pending
ROLLING FARMACY	87112225	USA	July 21, 2016	Pending
SAJE (Standard Characters)	87103884	USA	July 14, 2016	Pending
SAJE (Stylized Design)	87103994	USA	July 14, 2016	Pending
Seje				
SPA SPIRIT	87112250	USA	July 21, 2016	Pending
SWISH	87134003	USA	August 10, 2016	Pending
TRANQUILITY	87112282	USA	July 21, 2016	Pending
TRAUMA LESS	87150499	USA	August 25, 2016	Pending
ZAP	87112272	USA	July 20, 2016	Pending

Note 1: The Borrower has filed an application to increase the classes of goods and services that apply to the mark.

The following is a list of all domain names owned by the Borrower:

Domain Name	Registration Date	Expiry Date
Saje.ca	April 9, 2015	April 9, 2017
Sajewellness.com	April 9, 2015	April 9, 2017
Sajewellness.ca	September 15, 2014	September 15, 2017
Sajewellness.org	September 16, 2014	September 16, 2017
Sajewellness.net	September 16, 2014	September16, 2017
Sajenaturalwellness.ca	November 5, 2014	November 5, 2019
Sajenaturalwellness.com	November 5, 2014	November 5, 2019
Sajenaturalwellness.net	November 5, 2014	November 6, 2018
Sajenaturalwellness.org	November 5, 2014	November 6, 2018
Sajenaturalwellness.info	November 5, 2014	November 6, 2018
Sajepage.ca	June 30, 2015	June 30, 2017
Saje.com	November 1, 2015	July 20, 2025
Sajepage.com	January 19, 2016	January 19, 2026
Saje.it	July 12, 2016	July 13, 2017
Sajeus.ca	July 12, 2016	July 12, 2026
Sajeus.com	July 12, 2016	July 12, 2026
Sajeusa.com	July 12, 2016	July 12, 2026
Sajeusa.ca	July 12, 2016	July 12, 2021
Sajeusa.com	July 12, 2016	July 12, 2017

The following is a list of all products with respect to which the Borrower owns the proprietary formulation used in the Borrower product:

	SKÜ	Description
1.	4301	zap remedy 10ml

	SKU	Description	
2.	3294	zap mister 100ml	
3.	4226	lavender bath salts envelope 120g	
4.	4230	cellucleanse bath salts envelope 120g	
5.	4228	goddess bath salts envelope 120g	
6.	4234	immune bath salts envelope 120g	
7.	4232	stress release bath salts envelope 120g	
8.	4229	tantra bath salts envelope 120g	
9.	4233	tranquility bath salts envelope 120g	
10.	4227	unwind bath salts envelope 120g	
11.	4291	apres sport bath salts envelope 120g	
12.	4231	yoga bath salts envelope 120g	
13.	4293	vanilla bliss bath salts envelope 120g	
14.	4235	pain release bath salts envelope 120g	
15.	4290	apres sport bath salts 620g	
16.	4292	vanilla bliss bath salts 620g	
17.	4269	lavender bath salts 620g	
18.	4270	unwind bath salts 620g	
19.	4272	goddess bath salts 620g	
20.	4273	tantra bath salts 620g	
21.	4274	cellucleanse bath salts 620g	
22.	4275	yoga bath salts 620g	
23.	4276	stress release bath salts 620g	
24.	4277	tranquility bath salts 620g	
25.	4278	immune bath salts 620g	
26.	4279	pain release bath salts 620g	
27.	3700	lavender bath swish 85g	
28.	3701	tantra bath swish 85g	
29.	3702	tranquility bath swish 85g	

	SKU	Description	
30.	3703	prosperity bath swish 85g	
31.	3704	good karma bath swish 85g	
32.	3705	well being bath swish 85g	
33.	456	shaver saver body bar 50g	
34.	4248	tingle mint foot balm	
35.	4393	endless summer body butter 42ml	
36.	4216	bath & body base oil 40ml	
37,	912	fairy mist 120ml	
38.	4360	owee magic ointment 15g	
39.	4011	peaceful warrior deodorant 100ml	
40.	4009	exotic deodorant 100ml	
41.	4010	floral deodorant 100ml	
42.	222792	my blend bar for 10ml	
43.	222793	my blend bar for 30ml	
44.	3836	liquid sunshine diffuser blend 100ml	
45.	3864	refresh diffuser blend 100ml	
46.	4297	om diffuser blend 10ml	
47.	4200	after the rain diffuser blend 10ml	
48.	3324	liquid sunshine diffuser blend 30ml	
49.	3799	yoga diffuser blend 30ml	
50.	4055	mountain high diffuser blend 10ml	
51.	4202	bloom diffuser blend 10ml	
52.	4198	embrace diffuser blend 10ml	
53.	4196	exhale diffuser blend 10ml	
54.	4194	glow diffuser blend 10ml	
55.	889	tantra diffuser blend 30ml	
56.	3779	immune diffuser blend 30ml	
57.	3781	rain forest diffuser blend 30ml	

	SKU	Description	
58.	3859	refresh diffuser blend 30ml	
59.	3782	rain forest diffuser blend 50ml	
60.	4058	refresh diffuser blend 10ml	
61.	4056	quick study diffuser blend 10ml	
62.	4054	liquid sunshine diffuser blend 10ml	
63.	4051	gratitude diffuser blend 10ml	
64.	4047	cloud nine diffuser blend 10ml	
65.	4062	unwind diffuser blend 10ml	
66.	4050	good karma diffuser blend 10ml	
67.	3800	yoga diffuser blend 50ml	
68.	3794	tantra diffuser blend 50ml	
69.	3670	unwind diffuser blend 30ml	
70.	4063	well being diffuser blend 10ml	
71.	4064	yoga diffuser blend 10ml	
72.	4057	rain forest diffuser blend 10ml	
73.	4052	house warming diffuser blend 10ml	
74.	4065	spa spirit diffuser blend 10ml	
75.	4053	immune diffuser blend 10ml	
76.	4046	citrus dream diffuser blend 10ml	
77.	4061	tranquility diffuser blend 10ml	
78.	4044	allergy release diffuser blend 10ml	
79.	4060	tantra diffuser blend 10ml	
80.	4049	goddess diffuser blend 10ml	
81.	4059	stress release diffuser blend 10ml	
82.	4048	energy diffuser blend 10ml	
83.	4045	celebrate diffuser blend 10ml	
84.	4348	tantra perfume roll on 10ml	
85.	4349	shanti perfume roll on 10ml	

	SKU	Description	
86.	4350	ananda perfume roll on 10ml	
87.	4351	goddess perfume roll on 10ml	
88.	4352	yoga perfume roll on 10ml	
89.	222808	pocket goddess gift	
90.	3840	happiness diffuser blend collection	
91.	222743	natural perfume collection	
92.	222508	immune booster kit	
93.	222501	little feel better kit	
94.	222512	pocket farmacy	
95.	222505	sleep well kit	
96.	. 222500	sniffle and allergy kit	
97.	222509	travel safe kit	
98.	222504	women's wellness kit	
99.	222802	road to recovery kit	
100.	222818	Canada day pocket farmacy	
101.	222507	pain release kit	
102.	222696	brainstorm diffuser blend collection	
103.	222733	first aid kit	
104.	222706	night & day remedy bar	
105.	222705	home farmacy remedy bar	
106.	222707	at your desk remedy bar	
107.	3838	relaxation diffuser blend collection	
108.	3839	peaceful diffuser blend collection	
109.	222675	best of saje deluxe collection	
110.	222676	namaste diffuser blend collection	
111.	222539	good health diffuser blend collection	
112.	222541	saje signature selection deluxe diffuser blend collection	
113.	222806	breathe better kit	

	SKU	Description	
114.	222506	headache kit	
115.	222503	rolling farmacy	
116.	4244	virgin lips lip moisturizer 9ml	
117.	4245	tingle lips lip balm 5ml	
118.	4246	coco lips lip balm 5ml	
119.	4247	sweet lips lip balm 5ml	
120.	4076	safe hands lotion 200ml	
121.	4082	tingle mint lotion 200ml	
122.	3825	tingle mint lotion 30ml	
123.	4015	sun sense lotion spf 15 60ml	
124.	4017	sun sense lotion spf 30 60ml	
125.	4016	sun sense lotion spf 15 120ml	
126.	4018	sun sense lotion spf 30 120ml	
127.	3766	tingle mint lotion 100ml	
128.	3822	lavender & friends lotion 100ml	
129.	3835	first blush lotion 100ml	
130.	4146	tantra massage oil 40ml	
131.	4152	immune massage oil 40ml	
132.	4151	stress release massage oil 40ml	
133.	4148	apres sport massage oil 40ml	
134.	4150	lavender & friends massage oil 40ml	
135.	4149	cellutone massage oil 40ml	
136.	4153	tantra massage oil 200ml	
137.	4156	immune massage oil 200ml	
138.	4154	pain release massage oil 200ml	
139.	4155	apres sport massage oil 200ml	
140.	3768	peaceful warrior toner 100ml	
141.	4157	namaste mister 50ml	

	SKU	Description	
142.	3861	jasmine mist 100ml	
143.	3845	carrot mister 100ml	
144.	3846	cool spray mister 100ml	
145.	3847	energy mister 100ml	
146.	3848	goddess mister 50ml	
147.	3849	lavender mister 50ml	
148.	3850	rose mist 100ml	
149.	3854	tantra mister 50ml	
150.	3855	tantra mister 100ml	
151.	3857	tranquility mist 100ml	
152.	3858	unwind mist 100ml	
153.	3860	yoga grounding mist 100ml	
154.	3322	lavender mist 100ml	
155.	4038	sleep well mister 100ml	
156.	4090	immune personal mister 50ml	
157.	4091	refresh mister 100ml	
158.	4092	quick study mister 50ml	
159.	4192	yoga mat mist 200ml	
160.	3767	pain release mister 100ml	
161.	3791	stress release mister 100ml	
162.	3837	allergy release mister 100ml	
163.	3843	arrive revived mister 50ml	
164.	4302	mother's wellness remedy 10ml	
165.	4218	mother's wellness massage oil 200ml	
166.	103	pain release natures remedy 30ml	
167.	3383	Echinacea throat spray 30ml	
168.	4127	stress release remedy 30ml	
169.	3243	peppermint halo wand 12ml	

	SKU	Description	
170.	3320	immune remedy 30ml	
171.	4303	crave away remedy 10ml	
172.	4304	allergy release remedy 10ml	
173.	4305	stress release remedy 10ml	
174.	4306	quick study remedy 10ml	
175.	4307	sleep well remedy 10ml	
176.	4308	eaters digest remedy 10ml	
177.	4309	arrive revived remedy 10ml	
178.	4310	energy remedy 10ml	
179.	4311	moon cycle remedy 10ml	
180.	4312	pain release remedy 10ml	
181.	4313	immune remedy 10ml	
182.	4314	peppermint halo remedy 10ml	
183.	4300	aroma fairy remedy 10ml	
184.	4355	restoral ointment 60g	
185.	4356	chest cold ointment 60g	
186.	105	peppermint halo natures remedy 30ml	
187.	4353	arnica rescue ointment 60g	
188.	4354	recovery ointment 60g	
189.	4315	snore no more remedy 10ml	
190.	4316	super detox remedy 10ml	
191.	4317	head cold remedy 10ml	
192.	3274	best breath 30ml	
193.	906	kiss mist 30ml	
194.	222791	shut eye clay eyeshade	
195.	222770	clay cuddle	
196.	. 222769	clay mate wrap	
197.	. 222750	immune remetea 100g	

	SKU	Description	
198.	222748	super detox remetea 50g	
199.	222751	sleep well remetea 100g	
200.	222749	energy remetea 100g	
201.	222746	pao thermo mug	
202.	4035	airoma room spray 200ml	
203.	4034	airoma loo spray 200ml	
204.	4036	safe air room spray 200ml	
205.	4259	b-gone mist 80ml	
206.	4286	peppermint twist diffuser blend 10ml	
207.	4191	tree scents room spray 200ml	
208.	4203	tree scents diffuser blend 10ml	
209.	3776	rain forest mist 100ml	
210.	188	herbal balm 15g	
211.	4222	bliss mist toner 100ml	
212.	4223	balancing elixir 30ml	
213.	4224	rejuvenating elixir 30ml	
214.	4225	sensitive elixir 30ml	
215.	4221	skin fitness toner 100ml	
216.	3851	solace mister 100ml	
217.	3856	transitions mister 100ml	
218.	4318	transitions remedy 10ml	
219.	4319	solace hot flush remedy 10ml	

The following is a list of all products with respect to which the Borrower owns certain intellectual property used in the Borrower product:

	SKU	Description	IP Component that Constitutes IP Owned by Borrower
1.	222589	relax-o-ring	Box & branding

	SKU	Description	IP Component that Constitutes IP Owned by Borrower
2.	3806	zap lotion 100ml	Essential oil blend
3.	4185	lavender body butter 200ml	Essential oil blend
4.	4177	tantra body butter 200ml	Essential oil blend
5.	4179	muscle melt body butter 200ml	Essential oil blend
6.	4181	carrot body butter 200ml	Essential oil blend
7.	4189	vanilla bliss body wash 30ml	Essential oil blend
8.	4190	vanilla bliss body wash 160ml	Essential oil blend
9.	3811	the king & i body wash 30ml	Essential oil blend
10.	3817	tingle mint body wash 30ml	Essential oil blend
11.	3812	the king & i body wash 160ml	Essential oil blend
12.	3818	tingle mint body wash 160ml	Essential oil blend
13.	3824	lavender & friends body wash 160ml	Essential oil blend
14.	3830	sweet things body wash 160ml	Essential oil blend
15.	3823	lavender & friends body wash 30ml	Essential oil blend
16.	3829	sweet things body wash 30ml	Essential oil blend
17.	4400	tantra candle large	Essential oil blend
18.	4402	liquid sunshine candle large	Essential oil blend
19.	4404	woodland springs candle large	Essential oil blend
20.	4406	silence candle large	Essential oil blend
21.	4386	wellness wonderland candle large	Essential oil blend
22.	4401	tantra candle small	Essential oil blend
23.	4403	liquid sunshine candle small	Essential oil blend
24.	4405	woodland springs candle small	Essential oil blend
25.	4407	silence candle small	Essential oil blend
26.	4383	lavender luxury conditioner 30ml	Essential oil blend
27.	4384	rosemary radiance conditioner 30ml	Essential oil blend

	SKU	Description	IP Component that Constitutes IP Owned by Borrower
28.	4385	rosa rescue conditioner 30ml	Essential oil blend
29.	4377	lavender luxury conditioner 300ml	Essential oil blend
30.	4378	rosemary radiance conditioner 300ml	Essential oil blend
31.	4379	rosa rescue conditioner 300ml	Essential oil blend
32.	222511	men's kit	All components except lotion base used in lotion product
33.	222810	you're a gem gift	All components except candle base
34.	222814	foam party	Essential oil blend
35.	222510	zap kit	All components except lotion base used in lotion product
36.	222437	tantra tin	All components except candle base
37.	4074	eczema ease lotion 200ml	Essential oil blend
38.	4077	carrot lotion 200ml	Essential oil blend
39.	4083	sweet things lotion 200ml	Essential oil blend
40.	4205	safe hands lotion 40ml	Essential oil blend
41.	3808	carrot lotion 30ml	Essential oil blend
42.	3813	the king & i lotion 30ml	Essential oil blend
43.	3827	sweet things lotion 30ml	Essential oil blend
44.	4075	psoria ease lotion 200ml	Essential oil blend
45.	4294	eczema ease lotion 100ml	Essential oil blend
46.	4295	psoria ease lotion 100ml	Essential oil blend
47.	3809	carrot lotion 100ml	Essential oil blend
48.	3814	the king & i lotion 100ml	Essential oil blend
49.	3828	sweet things lotion 100ml	Essential oil blend
50.	3769	peaceful warrior skin lotion 100ml	Essential oil blend
51.	4258	b-gone lotion 80ml	Essential oil blend

	SKU	Description	IP Component that Constitutes IP Owned by Borrower
52.	4220	fresh start cleanser 100ml	Essential oil blend
53.	222671	skin care kit combination	Facial skin toner
54.	222672	skin care kit mature	Facial skin toner
55.	222673	skin care kit normal/dry	Facial skin toner
56.	4124	safe hands wash 200ml	Essential oil blend
57.	4339	tinglemint foaming hand soap 250ml	Essential oil blend
58.	4334	exotic foaming hand soap 250ml	Essential oil blend
59.	4338	peaceful warrior foaming hand soap 250ml	Essential oil blend
60.	4335	lemongrass foaming hand soap 250ml	Essential oil blend
61.	4336	lavender foaming hand soap 250ml	Essential oil blend
62.	4337	liquid sunshine foaming hand soap 250ml	Essential oil blend
63.	4398	safe hands foaming hand soap 250 ml	Essential oil blend

#### SCHEDULE B

## PATENTS, PATENT APPLICATIONS, INDUSTRIAL DESIGNS AND INDUSTRIAL DESIGN APPLICATIONS

[See Schedule A]

#### SCHEDULE C

#### COPYRIGHT APPLICATIONS AND REGISTRATIONS

[See Schedule A]

TRADEMARK REEL: 005906 FRAME: 0633

**RECORDED: 10/21/2016**