

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SL OPERATIONS, LLC		06/29/2017	Limited Liability Company: UTAH
EARTHLAB, INC.		06/29/2017	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Small Business Community Capital II, L.P.		
Street Address:	9W Broad Street		
Internal Address:	Suite 530		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4001517	WISE WOMAN HERBALS	
Registration Number:	5084005	SUPERIOR LABS	
Registration Number:	4353577	TEST WORX	
CORRESPONDENCE DATA			
Fax Number:	8669593484		
<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:	2128082700		
Email:	rizzosd@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	620 EIGHTH AVENUE		
Address Line 2:	37TH FLOOR		
Address Line 4:	NEW YORK, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	144858.3		
NAME OF SUBMITTER:	Samantha Rizzo		
SIGNATURE:	/Samantha Rizzo/		
DATE SIGNED:	06/30/2017		

OP \$90.00 4001517

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated June 29, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Small Business Community Capital II, L.P. (“SBCC”) in its capacity as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined below).

WHEREAS, certain Grantors have entered into that certain Subordinated Loan Agreement dated as of June 29, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) by and among EARTH LAB HOLDINGS, LLC, a Delaware limited liability company, EARTH LAB MIDCO, LLC, a Delaware limited liability company, SL OPERATIONS, LLC, a Utah limited liability company and EARTH LAB, INC., an Oregon corporation; the other lenders from time to time party thereto (the “Lenders, and with the Collateral Agent, collectively, the “Secured Parties” and each, a “Secured Party”), and Collateral Agent. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Loan Agreement, each Grantor has executed and delivered that certain Security Agreement dated June 29, 2017 made by Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable;

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

SECTION 1 Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) all patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in 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 the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together, in each case, with the

[Signature page to IP Security Agreement]

goodwill symbolized thereby, including, without limitation, those set forth in Schedule B hereto (the "Trademarks");

(iii) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

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

GRANTORS:

SL OPERATIONS, LLC

By: Earth Lab Holdings, LLC

Its: Manager

By: 

Name: Paul Reddy

Title: Secretary

EARTHLAB, INC.

By: 

Name: John W. Howe

Title: Chairman

[Signature page to IP Security Agreement]

SCHEDULE A

None.

SCHEDULE B

Marks	Registration Number	Registrant	Country
Wise Woman Herbals	4001517	Earthlab, Inc.	United States
Superior Labs	5084005	SL Operations, LLC ¹	United States
TestWorx	4353557	SL Operations, LLC ²	United States

¹ As assignee of Superior Labs, Inc. pursuant to the Purchase Agreement and the other agreements, documents, and instruments executed in connection with the SL Acquisition.

² As assignee of Superior Labs, Inc. pursuant to the Purchase Agreement and the other agreements, documents, and instruments executed in connection with the SL Acquisition.

SCHEDULE C

Web Sites:

- www.wisewomanherbals.com
- www.mytestworx.com
- www.superiorlabssupplements.com