

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437790

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Honest Company, Inc.		05/25/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	3 Park Plaza, Suite 900		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92614		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 74</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4141387	BABYBUMP	
<b>Registration Number:</b>	4049335	BABYBUMP	
<b>Registration Number:</b>	5000211	DEPENDABLY CLEAR	
<b>Registration Number:</b>	5204208	DOWNLOAD HAPPINESS	
<b>Registration Number:</b>	5005146	ELEVATED HYDRATION	
<b>Registration Number:</b>	4938036	EVERYTHING PRIMER	
<b>Registration Number:</b>	4938037	EVERYTHING TINTED MOISTURIZER	
<b>Registration Number:</b>	4744028	HONEST	
<b>Registration Number:</b>	4506745	HONEST	
<b>Registration Number:</b>	4696715	HONEST	
<b>Registration Number:</b>	4918540	HONEST	
<b>Registration Number:</b>	4508208	HONEST	
<b>Registration Number:</b>	4580898	HONEST	
<b>Registration Number:</b>	4795746	HONEST	
<b>Registration Number:</b>	4606765	HONEST	
<b>Registration Number:</b>	4943012	HONEST	
<b>Registration Number:</b>	4506747	HONEST	
<b>Registration Number:</b>	4506748	HONEST	
<b>Registration Number:</b>	4809062	HONEST	

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Property Type	Number	Word Mark
Registration Number:	4506749	HONEST
Registration Number:	4664222	HONEST
Registration Number:	5036713	HONEST BEAUTY
Registration Number:	4964802	HONEST BEAUTY
Registration Number:	4696706	HONEST BEAUTY
Registration Number:	4893763	HONEST BEAUTY
Registration Number:	4994922	HONEST BEAUTY
Registration Number:	4878813	HONEST BEAUTY
Registration Number:	4739220	HONEST BEAUTY
Registration Number:	3817736	HONEST BEAUTY
Registration Number:	4953180	HONEST BEAUTY FRESH
Registration Number:	4953186	HONEST BEAUTY FRESH
Registration Number:	4953181	HONEST BEAUTY GLAM
Registration Number:	4953182	HONEST BEAUTY GLAM
Registration Number:	4953173	HONEST BEAUTY SUNNY
Registration Number:	4953174	HONEST BEAUTY SUNNY
Registration Number:	4844206	HONEST GOODS
Registration Number:	4891290	HONEST MAKEUP
Registration Number:	4790677	HONEST TO GOODNESS
Registration Number:	3492375	HONESTBABY
Registration Number:	4862591	HONESTBABY
Registration Number:	4463346	KIDFOLIO
Registration Number:	5189093	LESBEHONEST
Registration Number:	4141326	PINK PAD
Registration Number:	4049024	PINK PAD
Registration Number:	4739478	THE HONEST CO.
Registration Number:	4560962	THE HONEST CO.
Registration Number:	4832328	THE HONEST CO.
Registration Number:	4720844	THE HONEST CO.
Registration Number:	4560968	THE HONEST CO.
Registration Number:	4560963	THE HONEST CO.
Registration Number:	4832202	THE HONEST CO.
Registration Number:	4560964	THE HONEST CO.
Registration Number:	4560965	THE HONEST CO.
Registration Number:	4560966	THE HONEST CO.
Registration Number:	4560967	THE HONEST CO.
Registration Number:	4550028	THE HONEST CO.
Registration Number:	4823625	TOGETHER WE CAN MAKE IT BETTER

Property Type	Number	Word Mark
Registration Number:	5005152	THE HONEST CO. THE HONEST CO.
Registration Number:	4739475	THE HONEST CO. THE HONEST CO.
Registration Number:	4560943	THE HONEST CO. THE HONEST CO.
Registration Number:	4809061	THE HONEST CO. THE HONEST CO.
Registration Number:	4713234	THE HONEST CO. THE HONEST CO.
Registration Number:	4560949	THE HONEST CO. THE HONEST CO.
Registration Number:	4560944	THE HONEST CO. THE HONEST CO.
Registration Number:	4832197	THE HONEST CO. THE HONEST CO.
Registration Number:	4560945	THE HONEST CO. THE HONEST CO.
Registration Number:	4948061	THE HONEST CO. THE HONEST CO.
Registration Number:	4560946	THE HONEST CO. THE HONEST CO.
Registration Number:	4560947	THE HONEST CO. THE HONEST CO.
Registration Number:	4832329	THE HONEST CO. THE HONEST CO.
Registration Number:	4560948	THE HONEST CO. THE HONEST CO.
Registration Number:	4550022	THE HONEST CO. THE HONEST CO.
Registration Number:	3444412	HONESTBABY CELEBRATING THE IMPERFECT JOU
Registration Number:	3231281	HONEST FACE

**CORRESPONDENCE DATA**

Fax Number: 2027393001

*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: 202-739-5723

Email: carolyn.himmelfarb@morganlewis.com

Correspondent Name: Carolyn Himmelfarb

Address Line 1: 1111 Pennsylvania Avenue, N.W.

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	066397-0613
NAME OF SUBMITTER:	Carolyn Himmelfarb
SIGNATURE:	/Carolyn Himmelfarb/
DATE SIGNED:	08/03/2017

**Total Attachments: 14**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of May 25, 2017, by and between THE HONEST COMPANY, INC., a Delaware corporation (the "Grantor"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the Administrative Agent, the Loan Parties party thereto, and the Lenders, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

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

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

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

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License with respect to Trademarks; and

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

*provided*, in each case, to the extent that it constitutes Collateral (as defined in the Security Agreement).

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

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. [Reserved].

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8. MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Page Follows]

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

GRANTOR:

THE HONEST COMPANY, INC.,  
a Delaware corporation

By: 

Name: Muhammad Shahzad

Title: Chief Financial Officer

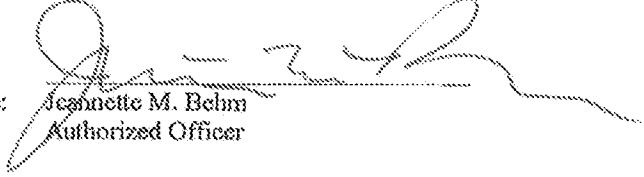
[Signature page to Trademark Security Agreement]

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TRADEMARK  
REEL: 006121 FRAME: 0894

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By:   
Name: Jeannette M. Behm  
Title: Authorized Officer

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[Signature page to Trademark Security Agreement]



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

(see attached)

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**TRADEMARK**  
**REEL: 006121 FRAME: 0896**

MARK	TERRITORY	APP. NO.	APP. DATE	REG. NO.	REG. DATE
BABYBUMP	U.S.	85301679	21-Apr-2011	4141387	15-May-2012
BABYBUMP	U.S.	85301671	21-Apr-2011	4049335	1-Nov-2011
DEPENDABLY CLEAR	U.S.	86978932	18-Dec-2014	5000211	12-Jul-2016
DOWNLOAD HAPPINESS	U.S.	87188834	30-Sep-2016	5204208	16-May-2017
ELEVATED HYDRATION	U.S.	86979092 (Child)	18-Dec-2014	5005146	19-Jul-2016
EVERYTHING PRIMER	U.S.	86520356	30-Jan-2015	4938036	12-Apr-2016
EVERYTHING TINTED MOISTURIZER	U.S.	86520358	30-Jan-2015	4938037	12-Apr-2016
HONEST	U.S.	85778060	13-Nov-2012	4744028	26-May-2015

HONEST	U.S.	85777809	13-Nov-2012	4506745	1-Apr-2014
HONEST	U.S.	85983363	13-Nov-2012	4696715	3-Mar-2015
HONEST	U.S.	85983625	13-Nov-2012	4918540	15-Mar-2016
HONEST	U.S.	85981063	13-Nov-2012	4508208	1-Apr-2014
HONEST	U.S.	85777820	13-Nov-2012	4580898	5-Aug-2014
HONEST	U.S.	85983521	13-Nov-2012	4795746	18-Aug-2015
HONEST	U.S.	85982069	13-Nov-2012	4606765	16-Sep-2014
HONEST	U.S.	86977018	23-May-2014	4943012	19-Apr-2016
HONEST	U.S.	85777839	13-Nov-2012	4506747	1-Apr-2014

HONEST	U.S.	85777846	13-Nov-2012	4506748	1-Apr-2014
HONEST	U.S.	85983688	13-Nov-2012	4809062	8-Sep-2015
HONEST	U.S.	85777865	13-Nov-2012	4506749	1-Apr-2014
HONEST	U.S.	85777882	13-Nov-2012	4664222	30-Dec-2014
HONEST BEAUTY	U.S.	85658505	21-Jun-2012	5036713	6-Sep-2016
HONEST BEAUTY	U.S.	85658529	21-Jun-2012	4964802	24-May-2016
HONEST BEAUTY	U.S.	85983205	21-Jun-2012	4696706	3-Mar-2015
HONEST BEAUTY	U.S.	86977990	14-Oct-2014	4893763	26-Jan-2016
HONEST BEAUTY	U.S.	86979047	14-Oct-2014	4994922	5-Jul-2016

HONEST BEAUTY	U.S.	86977756	7-Oct-2014	4878813	29-Dec-2015
HONEST BEAUTY	U.S.	86975486	7-Oct-2014	4739220	19-May-2015
HONEST BEAUTY	U.S.	77881468	27-Nov-2009	3817736	13-Jul-2010
HONEST BEAUTY FRESH	U.S.	86978511 (CHILD)	5-Feb-2015	4953180	3-May-2016
HONEST BEAUTY FRESH	U.S.	86978527	5-Feb-2015	4953186	3-May-2016
HONEST BEAUTY GLAM	U.S.	86978512	5-Feb-2015	4953181	3-May-2016
HONEST BEAUTY GLAM	U.S.	86978513	5-Feb-2015	4953182	3-May-2016
HONEST BEAUTY SUNNY	U.S.	86978473	5-Feb-2015	4953173	3-May-2016
HONEST BEAUTY SUNNY	U.S.	86978474	5-Feb-2015	4953174	3-May-2016



HONEST GOODS	U.S.	86457712	18-Nov-2014	4844206	3-Nov-2015
HONEST MAKEUP	U.S.	86388835	8-Sep-2014	4891290	26-Jan-2016
HONEST TO GOODNESS	U.S.	86549135	27-Feb-2015	4790677	Aug. 11, 2015
HONESTBABY	U.S.	77382456	28-Jan-2008	3492375	26-Aug-2008
HONESTBABY	U.S.	86587103	3-Apr-2015	4862591	1-Dec-2015
KIDFOLIO	U.S.	85578562	23-Mar-2012	4463346	7-Jan-2014
LESBEHONEST	U.S.	86810703	5-Nov-2015	5189093	25-Apr-2017
PINK PAD	U.S.	85288205	6-Apr-2011	4141326	15-May-2012
PINK PAD	U.S.	85288219	6-Apr-2011	4049024	1-Nov-2011

THE HONEST CO.	U.S.	85778572	13-Nov-2012	4739478	19-May-15
THE HONEST CO.	U.S.	85778486	13-Nov-2012	4560962	1-Jul-2014
THE HONEST CO.	U.S.	85983716	13-Nov-2012	4832328	13-Oct-2015
THE HONEST CO.	U.S.	85983455	13-Nov-2012	4720844	14-Apr-2015
THE HONEST CO.	U.S.	85778543	13-Nov-2012	4560968	1-Jul-2014
THE HONEST CO.	U.S.	85778491	13-Nov-2012	4560963	1-Jul-2014
THE HONEST CO.	U.S.	85778606	13-Nov-2012	4832202	13-Oct-2015
THE HONEST CO.	U.S.	85778504	13-Nov-2012	4560964	1-Jul-2014
THE HONEST CO.	U.S.	85778511	13-Nov-2012	4560965	1-Jul-2014

THE HONEST CO.	U.S.	85778516	13-Nov-2012	4560966	1-Jul-2014
THE HONEST CO.	U.S.	85778527	13-Nov-2012	4560967	1-Jul-2014
THE HONEST CO.	U.S.	85778533	13-Nov-2012	4550028	17-Jun-2014
TOGETHER WE CAN MAKE IT BETTER	U.S.	86371975	20-Aug-2014	4823625	29-Sep-2015
	U.S.	86979158	5-Jan-2015	5005152	19-Jul-2016
	U.S.	85774180	7-Nov-2012	4739475	19-May-15
	U.S.	85774010	7-Nov-2012	4560943	1-Jul-2014
	U.S.	85983687	7-Nov-2012	4809061	8-Sep-2015
	U.S.	85983362	7-Nov-2012	4713234	31-Mar-2015



	U.S.	85774148	7-Nov-2012	4560949	1-Jul-2014
	U.S.	85774028	7-Nov-2012	4560944	1-Jul-2014
	U.S.	85774045	7-Nov-2012	4832197	13-Oct-2015
	U.S.	85774052	7-Nov-2012	4560945	1-Jul-2014
	U.S.	86976942	23-May-2014	4948061	26-Apr-2016
	U.S.	85774060	7-Nov-2012	4560946	1-Jul-2014
	U.S.	85774070	7-Nov-2012	4560947	1-Jul-2014
	U.S.	85983757	7-Nov-2012	4832329	13-Oct-2015
	U.S.	85774091	7-Nov-2012	4560948	1-Jul-2014

	U.S.	85774116	7-Nov-2012	4550022	17-Jun-2014
	U.S.	77281710	17-Sep-2007	3444412	10-Jun-2008
HONEST FACE	United States	78655730	Jun. 22, 2005	3231281	Apr. 17, 2007