

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM443370

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HERB PHARM, LLC		09/15/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EAST WEST BANK, as administrative agent		
<b>Street Address:</b>	135 N. Los Robles Avenue		
<b>Internal Address:</b>	3rd Floor		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5251468	TREAT YOURSELF TO BETTER HEALTH	
<b>Registration Number:</b>	5251469	TREAT YOURSELF TO BETTER HEALTH	
<b>Registration Number:</b>	4612851	HERB PHARM TREAT YOURSELF TO BETTER HEAL	
<b>Registration Number:</b>	4713460	HERB PHARM	
<b>Registration Number:</b>	2612435	HERB PHARM	
<b>Registration Number:</b>	2462384	PHARMA KAVA	
<b>Registration Number:</b>	2344094	WHERE QUALITY GROWS	
<b>Registration Number:</b>	2142522	HERB PHARM	
<b>Registration Number:</b>	2142521	SUPER ECHINACEA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	3125778446		
<b>Email:</b>	vickie.lee@kattenlaw.com		
<b>Correspondent Name:</b>	Vickie Lee c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		

CH \$240.00 5251468

<b>NAME OF SUBMITTER:</b>	Vickie Lee
<b>SIGNATURE:</b>	/Vickie Lee/
<b>DATE SIGNED:</b>	09/15/2017
<b>Total Attachments: 4</b> source=Trademark Security Agreement (executed)#page1.tif source=Trademark Security Agreement (executed)#page2.tif source=Trademark Security Agreement (executed)#page3.tif source=Trademark Security Agreement (executed)#page4.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of September 15, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by HERB PHARM, LLC, a Delaware limited liability company (the “Grantor”), in favor of EAST WEST BANK, as administrative agent (in such capacity, the “Administrative Agent”) for the lenders party to that certain Credit Agreement dated as of the date hereof among Grantor, the several banks and other lenders from time to time party thereto (the “Lenders”, and collectively with the Administrative Agent, the “Creditor Parties”), and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

Reference is also made to that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the Grantor and the other parties thereto in favor of the Administrative Agent for the benefit of the Credit Parties.

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefit from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did, and hereby does, grant to Administrative Agent, its successors and assigns, for the benefit of the Credit Parties, a security interest in, all of Grantor’s right, title or interest in or to any and all of the following assets and properties (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any Intent-to-Use Applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such Intent-to-Use Applications matures into an Actual Use Application by the Grantor's receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an "Amendment to Alleged Use" or "Statement of Use," such Intent-to-Use Application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Actual Use Application.

SECTION 3. ***Security Agreement.*** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Creditor Parties with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 5. ***Execution In Counterparts.*** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

GRANTOR




**HERB PHARM, LLC**, a Delaware limited liability company

By: 

Name: Tal Johnson

Title: Chief Executive Officer

## Schedule I

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status of Mark	Owner/ Applicant
Treat Yourself to Better Health (block letters)	86170296	01-20-2014	5251468	07-25-2017	Registered	Herb Pharm, LLC
Treat Yourself to Better Health (block letters)	86170301	01-20-2014	5251469	07-25-2017	Registered	Herb Pharm, LLC
 (word and design)	86170311	01-20-2014	4612851	09-30-2014	Registered	Herb Pharm, LLC
 (word and design)	86117888	11-13-2013	4713460	03-31-2015	Registered	Herb Pharm, LLC
 (word and design)	76294689	08-02-2001	2612435	08-27-2002	Renewed (Registered)	Herb Pharm, LLC
Pharma Kava (word only)	75635340	02-04-1999	2462384	06-19-2001	Renewed (Registered)	Herb Pharm, LLC
Where Quality Grows (word only)	75487797	05-19-1998	2344094	04-18-2000	Renewed (Registered)	Herb Pharm, LLC
Herb Pharm (word only)	75244108	02-19-1997	2142522	03-10-1998	Renewed (Registered)	Herb Pharm, LLC
Super Echinacea (word only)	75244107	02-19-1997	2142521	03-10-1998	Renewed (Registered)	Herb Pharm, LLC