

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSU'S GINSENG ENTERPRISES, INC.		01/26/2018	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	MAC N9811-142, 100 E. Wisconsin Ave, 14		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	87483563	PEARL WHITE	
Serial Number:	87442279	WONDERCAL	
Registration Number:	5394647	CORDY KING	
Serial Number:	87483560	PRO-TAN PROTEIN POWDER	
Serial Number:	87448354	ROOT TO HEALTH	
Serial Number:	87442470	HSU'S ROOT TO HEALTH SINCE 1974	
Registration Number:	5384741	JAPANESE IMMU-REISHI	
Registration Number:	5384740	JAPANESE HEPa-REISHI	
Registration Number:	5384222	HSU GROWING SUPPLY	
Serial Number:	87445015	GREEN GOLD GINSENG 100% AMERICAN GINSENG	
Serial Number:	87483569	SHANGNERGY	
Serial Number:	87439224	SENGNERGY	
Serial Number:	87443271	REISHI MUSHROOM	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	emily.klump@clarivate.com		
Correspondent Name:	Andrea Gniadek		
TRADEMARK			

OP \$340.00 87483563

Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Emily Klump

SIGNATURE: /Emily Klump/

DATE SIGNED: 02/28/2018

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 28th day of February, 2018, HSU'S GINSENG ENTERPRISES, INC., a Wisconsin corporation ("Debtor") with its principal place of business and mailing address at T6819 County Road W, Wausau, Wisconsin 54403-9461, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, with its mailing address at MAC N9811-142, 100 E. Wisconsin Avenue, 14th Floor, Milwaukee, Wisconsin 53202, and its successors and assigns ("Secured Party"), and grants to Secured Party a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Indebtedness of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, the other debtors party thereto and Secured Party, as the same may be amended, modified, or restated from time to time (the "Security Agreement").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-to-Use Applications"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the Indebtedness. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Secured Party.

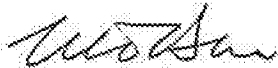
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HSU'S GINSENG ENTERPRISES, INC.

By 
Name WILLIAM HSU
Title VP of Operations

Accepted and agreed to as of the date and year last above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

HSU'S GINSENG ENTERPRISES, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By Jennifer Braasch
Name: Jennifer Braasch _____
Title: Vice President _____

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 006281 FRAME: 0145

SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

MARK	SERIAL NO.	REGISTRATION NO.
PEARL WHITE	87483563	N/A
WONDERCAL	87442279	N/A
CORDY KING	87439316	5394647
PRO-TAN PROTEIN POWDER	87483560	N/A
ROOT TO HEALTH	87448354	N/A
HSU'S ROOT TO HEALTH SINCE 1974	87442470	N/A
JAPANESE IMMU-REISHI	87483566	5384741
JAPAN HEPA-REISHI	87483565	5384740
REISHI MUSHROOM	87443271	5384222
HSU GROWING SUPPLY	87439211	5384222
GREEN GOLD GINSENG 100% AMERICAN GINSENG SINCE 1996	87445015	N/A
SHANGNERGY	87483569	N/A
SENGNERGY	87439224	N/A