

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOCOTT BRANDS, INC.		04/06/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	135 N. Los Robles Avenue, 6th Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	87041408	COSMANIA	
Registration Number:	5424046	SMOOTHIE MAGIC	
Serial Number:	87581124	COCOMAGIC	
Serial Number:	87538864	NATURE LOVE ESSENTIAL OIL BLENDS	
Registration Number:	5386751	COOP + DAISY	
Registration Number:	5379594	COSMANIA	
Registration Number:	5371512	VALJEAN LABS	
Serial Number:	87262840	BELLASONIC	
Serial Number:	86606328	SHEALOGIX	
Serial Number:	86767180	VIRTUAL LASER	
Registration Number:	4933500	NATURE LOVE HARMONIOUS WELL-BEING	
Registration Number:	4852563	COCONUT OIL NATURAL OLIOLOGY BEAUTY OILS	
Registration Number:	4707387	ARGAN MAGIC	
Registration Number:	4680043	OLIOLOGY	
Registration Number:	4640672	THE LITTLE OIL SHOPPE	
Registration Number:	4603561	INFUSION K	
Registration Number:	4100014	ARGANMAGIC	
Registration Number:	2664650	TURBOSHAVE	
Registration Number:	3975617	PEABODY & PAISLEY	

CH \$490.00 87041408

CORRESPONDENCE DATA**Fax Number:** 2136305788*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:** (213) 891-5935**Email:** hpanneck@buchalter.com**Correspondent Name:** Helen Panneck**Address Line 1:** 1000 Wilshire Boulevard, Suite 1500**Address Line 4:** Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER:	Helen Panneck
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SIGNATURE:	/Helen Panneck/
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DATE SIGNED:	04/12/2018
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Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of April 6, 2018, is entered into by and between JOCOTT BRANDS, INC., a California corporation, and WOODRIDGE LABS, INC., a Delaware corporation (collectively, "Grantors"), and EAST WEST BANK, a California banking corporation ("Secured Party"), with reference to the following facts:

RECITALS

A. Grantors and Secured Party are parties to a Loan and Security Agreement dated as of the date of this Agreement (the "Loan Agreement"; capitalized terms used herein without definition shall have the respective meanings specified for such terms in the Loan Agreement).

B. Pursuant to the Loan Agreement, Secured Party will make loans and other Credit Extensions to Grantors.

C. It is a condition precedent to the effectiveness of the Loan Agreement that Grantors enter into this Agreement with Secured Party and hereby grant Secured Party a security interest in and Lien on all of their intellectual property as set forth below.

NOW, THEREFORE, to induce Secured Party to enter into the Loan Agreement and to provide Grantors the loans and other Credit Extensions contemplated thereunder, Grantors hereby agree as follows:

1. Grant of Security Interest. To secure the timely payment and performance of their Obligations to Secured Party under the Loan Agreement, Grantors hereby grant and pledge to Secured Party a security interest in and lien on all of Grantors' right, title and interest in, to and under their respective intellectual property (collectively, the "Intellectual Property Collateral"), including, without limitation, the following:

(a) All copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including, without limitation, those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All trade secrets;

(c) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(d) All design rights available to Grantors now or hereafter existing, created, acquired or held;

(e) All patents, patent applications and similar protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the applicable Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(g) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation, those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(h) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;

(i) All licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;

(j) All amendments, extensions and renewals of any of the Copyrights, Trademarks, Patents or Mask Works; and

(k) All proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantors authorize and request the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Secured Party.

3. Supplements. Grantors hereby authorize Bank (a) to amend this Agreement unilaterally by supplementing the exhibits to this Agreement to add any Intellectual Property Collateral which either Grantor obtains after the date of this Agreement, and (b) to file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision of this Agreement. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in separate counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

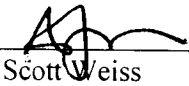
laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

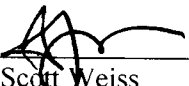
GRANTORS:

JOCOTT BRANDS, INC.,
a California corporation

By: 

Scott Weiss
Chief Financial Officer

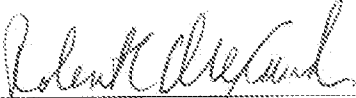
WOODRIDGE LABS, INC.,
a Delaware corporation

By: 

Scott Weiss
Chief Financial Officer

SECURED PARTY:

EAST WEST BANK,
a California banking corporation

By: 
Robert C. Alexander
Senior Vice President

Intellectual Property Security Agreement

TRADEMARK
REEL: 006358 FRAME: 0535

EXHIBIT A

Copyrights

Description

Applicable
Grantor

Registration/
Application Number

Registration/
Application/Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Applicable Grantor</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.			

EXHIBIT C

Trademarks

Owner	Trademark Title	Serial No./ Registration. No.	File Date/ Date Registered
Jocott Brands, Inc.	COSMANIA	87041408	December 8, 2016
Jocott Brands, Inc.	SMOOTHIE MAGIC	5424046	March 13, 2018
Jocott Brands, Inc.	COCOMAGIC	87581124	August 23, 2017
Jocott Brands, Inc.		87538864	July 22, 2017
Jocott Brands, Inc.	COOP + DAISY	5386751	January 23, 2018
Jocott Brands, Inc.	COSMANIA	5379594	January 16, 2018

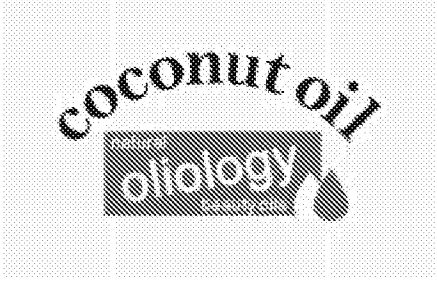
Owner	Trademark Title	Serial No./ Registration. No.	File Date/ Date Registered
Jocott Brands, Inc.	VALJEAN LABS	5371512	January 2, 2018
Jocott Brands, Inc.	BELLASONIC	87262840	December 8, 2016
Jocott Brands, Inc.	SHEALOGIX	86606328	April 22, 2015
Jocott Brands, Inc.	VIRTUAL LASER	86767180	September 24, 2015
Jocott Brands, Inc.	NATURE LOVE HARMONIOUS WELL-BEING	4933500	April 5, 2016
Jocott Brands, Inc.		4852563	November 10, 2015

Exhibit C

Owner	Trademark Title	Serial No./ Registration. No.	File Date/ Date Registered
Jocott Brands, Inc.	ARGAN MAGIC	4707387	March 24, 2015
Jocott Brands, Inc.	OLIIOLOGY	4680043	January 27, 2015
Jocott Brands, Inc.	THE LITTLE OIL SHOPPE	4640672	November 18, 2014
Jocott Brands, Inc.	INFUSION K	4603561	September 9, 2014
Jocott Brands, Inc.	ARGANMAGIC	4100014	February 14, 2012
Jocott Brands, Inc.	Word Mark TURBOSHAVE	2664650	December 17, 2002
Jocott Brands, Inc.	PEABODY & PAISLEY	3975617	June 7, 2011

EXHIBIT D

Mask Works

<u>Description</u>	<u>Applicable Grantor</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.			

EXHIBIT A

Copyrights

Owner	Copyright Title	Registration No.	Date Registered
Jocott Enterprises, Inc.	Alexandra Volkman's heavy duty / VA 943-194	VA 943-194.	August 13, 2009

EXHIBIT B

Patents

<u>Description</u>	<u>Applicable Grantor</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.			