

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAJE NATURAL BUSINESS INC.		06/29/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	FLFC LENDING CO.		
Street Address:	599 W. Putnam Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87796298	SAJE	
Serial Number:	87791717	WELL NOW	
Serial Number:	87796349	W WELL NOW	
Serial Number:	87462504	NATURE'S MEDICINE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	07/03/2018		
Total Attachments: 6			
source=SAJE NATURAL BUSINESS INC. - Trademark#page1.tif			

OP \$115.00 87796298

source=SAJE NATURAL BUSINESS INC. - Trademark#page2.tif
source=SAJE NATURAL BUSINESS INC. - Trademark#page3.tif
source=SAJE NATURAL BUSINESS INC. - Trademark#page4.tif
source=SAJE NATURAL BUSINESS INC. - Trademark#page5.tif
source=SAJE NATURAL BUSINESS INC. - Trademark#page6.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SAJE NATURAL BUSINESS INC.

- Individual(s)
- Partnership
- Corporation- State: Canada
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 29, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FLFC LENDING CO.

Street Address: 599 W. Putnam Avenue

City: Greenwich

State: CT

Country: USA Zip: 06830

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number: _____

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Joanne B.L. Arnold

Name of Person Signing

June 29, 2018

Date

Total number of pages including cover sheet, attachments, and document:

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2018, is made by Saje Natural Business, Inc., a Canadian corporation (“Borrower”), in favor of FLFC Lending Co., a Delaware corporation, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) acting for itself and for the administrative agent and the lenders (the “Lenders”) party to the Credit Agreement (as defined below) from time to time (collectively, the “Lender Parties”).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of June 29, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, certain affiliates of the Borrower and the Lender Parties, the Lender have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Borrower has agreed, pursuant to (i) the Amended and Restated Security Agreement, dated as of even date herewith, in favor of the Agent, and (ii) the Assignment of Intellectual Property Security Agreement, dated as of even date herewith, in favor of the Agent (the “IP Security Agreement”), to grant a security interest in the Collateral (as defined in the IP Security Agreement) of the Borrower, including the Trademark Collateral (as defined below), and to guarantee its Obligations (as defined in the IP Security Agreement) therein;

NOW, THEREFORE, in consideration of the premises and to induce the Lender Parties to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, the Borrower hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, hereby grants to the Agent for the benefit of the Lender Parties a lien on and security interest in, all of its right, title and interest in, to and under the following (the “Trademark Collateral”):

- (a) all of its trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement or other violation thereof.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted under this Agreement in any intent-to-use trademark application for which a statement of use

has not been filed and accepted with the U.S. Patent and Trademark Office or 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 application under applicable federal law of the United States.

Section 3. IP Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the IP Security Agreement, and the Borrower hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SAJE NATURAL BUSINESS INC.,
as Borrower

By: 
Name: _____
Title: Kate Ross LeBlanc
Authorized Person

By: _____
Name: _____
Title: _____

I/we have authority to bind the corporation

FLFC LENDING CO.,
as Collateral Agent

By: _____
Name: David Heidecorn
Title: Authorized Signatory

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

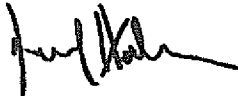
SAJE NATURAL BUSINESS INC.,
as Borrower

By: _____
Name:
Title:

By: _____
Name:
Title:


I/we have authority to bind the corporation

FLFC LENDING CO.,
as Collateral Agent

By:  _____
Name: David Heidecorn
Title: Authorized Signatory

Schedule 1

Trademark Applications

Filer	Description	Application Number	Country	Filing Date	Status
Borrower	SAJE (Standard Characters)	87,796,298	USA	February 13, 2018	Awaiting examination
Borrower	WELL NOW	87,791,717	USA	February 9, 2017	Awaiting examination
Borrower	WELL NOW (stylized design) 	87,796,349	USA	February 13, 2018	Awaiting examination
Borrower	NATURE'S MEDICINE	87,462,504	USA	May 24, 2017	Allowed – awaiting registration