

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quest Products, LLC		10/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MB Financial Bank, N.A.		
Street Address:	6111 North River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88048099	ALOCANE	
CORRESPONDENCE DATA			
Fax Number:	8046982179		
<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:	804-775-1675		
Email:	trademarks@mcguirewoods.com, jhowell2@mcguirewoods.com		
Correspondent Name:	Emily S. Voorheis, McGuireWoods LLP		
Address Line 1:	Gateway Plaza, 800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	2054423-0162		
NAME OF SUBMITTER:	Emily S. Voorheis		
SIGNATURE:	/Emily S. Voorheis/		
DATE SIGNED:	10/30/2018		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, Quest Products, LLC, a Delaware limited liability company (the “**Grantor**”), previously executed a Grant of Security Interest in Trademarks (“**Trademark Security Agreement No. 1**”) in favor of MB Financial Bank, N.A., as “Administrative Agent” under the Credit Agreement and the Guaranty and Collateral Agreement referred to below (the “**Grantee**”), which Trademark Security Agreement No. 1 was recorded at the United State Patent and Trademark Office on April 17, 2018.

Since April 17, 2018, Grantor has acquired certain additional trademarks, trademark registrations, trademark applications, trademark licenses, and any and all goodwill associated therewith, as set forth on Schedule A attached hereto; and

WHEREAS, Grantee desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s aforementioned trademarks, trademark registrations, trademark applications, trademark licenses, and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon such trademarks, trademark registrations, trademark applications, trademark licenses and any and all goodwill associated therewith as described above,

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit Agreement, dated as of February 16, 2018, by and among, *inter alia*, the Grantor, Clinere Products, LLC, a Delaware limited liability company (“Clinere”), Quest Consumer Health Holdings, LLC, a Delaware limited liability company (“Holdings”), and the Grantee (as amended, restated, or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used but not defined herein shall have the meanings assigned to them in the Credit Agreement) and the Guaranty and Collateral Agreement, dated as of February 16, 2018, by and among, *inter alia*, the Grantor, Clinere, Holdings, and the Grantee (as amended, restated, or otherwise modified from time to time, the “**Guaranty and Collateral Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of the Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, trademark licenses, and any and all goodwill associated therewith (the “**Trademarks**”) set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Guaranty and Collateral Agreement) of the Trademarks, and (iii) all causes of action, past, present and future, for infringement, or dilution of any of the Trademarks.

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “**Grant of Security Interest**”) is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of October 26, 2018 (the “**Effective Date**”).

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Guaranty and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to those set forth in the Guaranty and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement or Guaranty and Collateral Agreement, the provisions of the Credit Agreement or Guaranty and Collateral Agreement, as applicable, shall govern.

This Grant of Security Interest shall be a contract made under and governed by the internal laws of the state of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks as of the Effective Date.

GRANTOR:

QUEST PRODUCTS, LLC

a Delaware limited liability company

By: 

Name: Anders Rosenquist

Title: Vice President

GRANTEE:

MB FINANCIAL BANK, N.A., as Administrative Agent

By: Melissa Bleiweis

Name: Melissa Bleiweis

Title: Senior Vice President

Schedule A – Trademarks

U.S. Trademark Applications

<u>Trademark Name</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
ALOCANE	88048099	07/23/18	N/A	N/A