

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Standard Wellness Company, LLC		12/11/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Harvest Small Cap Partners, L.P.		
Street Address:	600 Montgomery Street, Suite 1700		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88171348	STANDARD OILS	
Serial Number:	88171326	OY VAPE	
Serial Number:	87474865	STANDARD WELLNESS COMPANY	
Serial Number:	87852175	STANDARD WELLNESS	
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>		
Phone:	5135796590		
Email:	mmusekamp@kmklaw.com		
Correspondent Name:	Mark Eric Musekamp		
Address Line 1:	1 E. 4th St., Ste. 1400		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	OS1000 â# F10001		
NAME OF SUBMITTER:	Mark E. Musekamp		
SIGNATURE:	/Mark E. Musekamp/		
DATE SIGNED:	12/17/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”) dated as of December 11, 2018, by Standard Wellness Company, LLC (“Borrower”) and each of the other entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to the Loan Agreement referred to below (together with Borrower, each a “Grantor” and, collectively, the “Grantors”) in favor of Harvest Small Cap Partners, L.P. (“Lender”).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement of even date herewith (the “Loan Agreement”) between Borrower and Lender, Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to induce Lender to continue to make extensions of credit to Borrower thereunder, each Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its trademarks, trademark registrations, trademark applications, and trademark licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto (excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications);

(b) all reissues, renewals, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing;

(d) all rights of any kind whatsoever Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

(e) all proceeds of the foregoing, including, without limitation, (i) any claim by such Grantor against third parties for past, present, future infringement or dilution of any trademark or trademark licensed under any trademark license or injury to the goodwill associated

with any trademark or any trademark licensed under any trademark license (ii) 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.

Section 3. Loan Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Without limiting the generality of the foregoing, nothing in this Trademark Security Agreement shall be deemed to limit any rights and remedies Lender may have under the Loan Agreement.

Section 4. Recordation

The parties agree that this agreement may be filed for recordation with the United States Patent and Trademark Office ("USPTO) or any other necessary office, and that the Commissioner for Trademarks of the USPTO and any other applicable government office may record this Trademark Security Agreement upon the request of Lender or its designee.

Section 5. 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 6. Governing Law

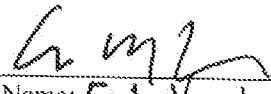
This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Ohio.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

STANDARD WELLNESS COMPANY, LLC
an Ohio limited liability company
as Borrower and Grantor

By: 
Name: Eric Vaughan
Title: President

ACCEPTED AND AGREED
as of the date first above written:

HARVEST SMALL CAP PARTNERS, L.P.,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

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

Very truly yours,

STANDARD WELLNESS COMPANY, LLC
an Ohio limited liability company
as Borrower and Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

HARVEST SMALL CAP PARTNERS, L.P.,
a Delaware limited partnership

By: Jeff B. Osher
Name: JEFF OSHER
Title: Managing Partner

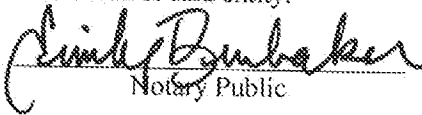
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006502 FRAME: 0287

ACKNOWLEDGEMENT OF GRANTORS

STATE OF OHIO)
) ss.
COUNTY OF ERIE)

On this 1st day of December, 2018 before me personally appeared Eric Vaughan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Standard Wellness Company LLC, who being by me duly sworn did depose and say that [she/he is an authorized representative of said entity, that the said instrument was signed on behalf of said entity and that [she/he acknowledged said instrument to be the free act and deed of said entity.


Notary Public



**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

A. REGISTERED TRADEMARKS

B. TRADEMARK APPLICATIONS

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
88171348		STANDARD OILS	TSDR	LIVE
88171326		OY VAPE	TSDR	LIVE
87474865		STANDARD WELLNESS COMPANY	TSDR	DEAD
87852176		STANDARD WELLNESS	TSDR	LIVE

C. TRADEMARK LICENSES

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