

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505438

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Elements Brands, LLC		11/28/2018	Limited Liability Company: DELAWARE
EB5 Acquisition, LLC		11/28/2018	Limited Liability Company: DELAWARE
Natural Dog Acquisition LLC		11/28/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Scott Perper
<b>Street Address:</b>	3715 Columbine Circle
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28211
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES

## PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
<b>Registration Number:</b>	1505488	HELDFOND FORMULA
<b>Registration Number:</b>	2326751	5 CREAMS IN ONE JAR
<b>Registration Number:</b>	4692151	EB5 ANTI-AGING SKINCARE
<b>Registration Number:</b>	1597041	EB5
<b>Registration Number:</b>	2997337	EB5
<b>Registration Number:</b>	4684763	EB5
<b>Registration Number:</b>	4229152	NURTURE MY BODY YOUR SKIN OUR ORGANICS
<b>Registration Number:</b>	3376794	MEXITAN
<b>Registration Number:</b>	3553660	SKEDATTLE
<b>Registration Number:</b>	3590169	TRILASTIN
<b>Registration Number:</b>	3911886	CUTEYBABY
<b>Serial Number:</b>	87903554	ROCKIN GREEN
<b>Serial Number:</b>	87903649	ROCKIN' GREEN
<b>Serial Number:</b>	87952825	SKI BALM
<b>Serial Number:</b>	87936421	TROPICAL SANDS

CH \$815.00 1505488

Property Type	Number	Word Mark
Registration Number:	4031515	SNOUT SOOTHER
Registration Number:	4715387	SOOTHE.HEAL.WAG
Registration Number:	4774459	PAW SOOTHER
Registration Number:	4899597	BULLY BALM
Registration Number:	4910235	SKIN SOOTHER
Registration Number:	4947310	NATURAL DOG COMPANY
Registration Number:	4960967	WRINKLES NEVER LOOKED SO GOOD
Registration Number:	4992605	SNOUT SHINE
Registration Number:	4996576	YOUR DOG WILL THANK YOU
Registration Number:	5009926	WRINKLE BALM
Registration Number:	5377306	SOOTHE·PROTECT·HEAL
Registration Number:	5373770	PAWTECTION
Registration Number:	5380647	SPRUCE UP PUP
Registration Number:	5380679	BULLY GNAWER
Registration Number:	5380680	SOOTHE.MOISTURIZE.PROTECT
Registration Number:	5466549	NATURAL DOG COMPANY
Serial Number:	87938829	CANINE CLEAN

#### CORRESPONDENCE DATA

**Fax Number:**

*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:** 7043778156  
**Email:** jcarusone@robinsonbradshaw.com  
**Correspondent Name:** Jennifer Carusone  
**Address Line 1:** 101 N. Tryon St., Suite 1900  
**Address Line 2:** Robinson, Bradshaw & Hinson, P.A.  
**Address Line 4:** Charlotte, NORTH CAROLINA 28246

<b>NAME OF SUBMITTER:</b>	Jennifer Carusone
<b>SIGNATURE:</b>	/Jennifer Carusone/
<b>DATE SIGNED:</b>	01/10/2019

**Total Attachments: 8**

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This Trademark Security Agreement is subordinate in the manner and to the extent set forth in that certain Subordination Agreement (the "Subordination Agreement") dated as of November 28, 2018, among Branch Banking and Trust Company, a North Carolina banking corporation, Scott Perper, as agent for the Subordinated Creditors party thereto, the Subordinated Creditors party thereto, Elements Brands, LLC, EB5 Acquisition, LLC and Natural Dog Acquisition LLC, each a Delaware limited liability company, and each holder of the Senior Subordinated Credit Agreement, by its acceptance hereof, shall be bound by the provisions of the Subordination Agreement.

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") dated as of November 28, 2018 by and among **ELEMENTS BRANDS, LLC**, a Delaware limited liability company, **EB5 ACQUISITION, LLC**, a Delaware limited liability company, and **NATURAL DOG ACQUISITION LLC**, a Delaware limited liability company (each individually a "Grantor, and collectively, the "Grantors"), to and for the benefit of **SCOTT PERPER**, in his capacity as agent for the lenders (the "Secured Party").

This Agreement is executed pursuant to the terms of (a) the Senior Subordinated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Borrower, the guarantors party thereto, the lenders from time to time party thereto and the Secured Party and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantors in favor of the Secured Party. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Secured Party, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantors (excluding trademark applications for which Grantors have not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;

(iii) all claims by the Grantors against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

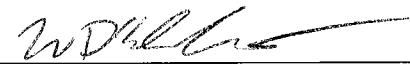
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**ELEMENTS BRANDS, LLC,**  
a Delaware limited liability company

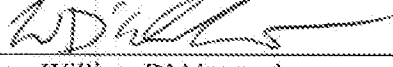
By:   
Name: William D'Alessandro  
Title: President and Chief Executive Officer

**EB5 ACQUISITION, LLC,**  
a Delaware limited liability company

By:   
Name: William D'Alessandro  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

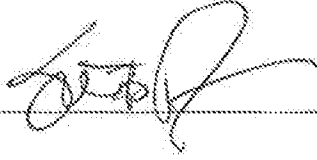
**NATURAL DOG ACQUISITION LLC,**  
a Delaware limited liability company

By:   
Name: William D'Alessandro  
Title: President and Chief Executive Officer

Agreed and Accepted as of the 28th day of  
November, 2018.

**SCOTT PERPER,**  
as Agent

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'Scott Perper', is written over a horizontal dotted line. The signature is cursive and stylized.

Schedule A to Trademark Security Agreement

TRADEMARKS

Mark	Application or Registration Number	Class Numbers	Record Owner
HELD FOND FORMULA	1,505,488	3	EB5 Acquisition, LLC <sup>1</sup>
5 CREAMS IN ONE JAR	2,326,751	3	EB5 Acquisition, LLC*
EB5 ANTI-AGING SKINCARE & Design	4,692,151	3	EB5 Acquisition, LLC*
EB5 Stylized	1,597,041	3	EB5 Acquisition, LLC
EB5	2,997,337	3	EB5 Acquisition, LLC
EB5 Stylized	4,684,763	3	EB5 Acquisition, LLC
NURTURE MY BODY YOUR SKIN OUR ORGANICS	4,229,152	3	Elements Brands, LLC <sup>2</sup>
MEXITAN	3,376,794	3	Elements Brands, LLC
SKEDATTLE	3,553,660	5	Elements Brands, LLC
TRILASTIN	3,590,169	3	Elements Brands, LLC
CUTEYBABY & Design	3,911,886	16 and 25	Elements Brands, LLC
ROCKIN GREEN	87/903,554	3 and 5	Elements Brands, LLC
ROCKIN' GREEN Stylized	87/903,649	3 and 5	Elements Brands, LLC
TROPICAL SANDS	87/936,421	3	Elements Brands, LLC
SKI BALM	87/952,825	3	Elements Brands, LLC
SNOUT SOOTHER	4,031,515	3	Natural Dog Acquisition LLC <sup>3</sup>
SOOTHE.HEAL.WAG	4,715,387	3	Natural Dog Acquisition LLC***
PAW SOOTHER	4,774,459	3	Natural Dog Acquisition LLC***
BULLY BALM	4,899,597	3	Natural Dog Acquisition LLC***

<sup>1</sup> \*Successor in interest by way of an asset purchase pursuant to that certain Asset Purchase Agreement dated as of May 3, 2017 among eb5 Corporation, an Oregon corporation, as the "Seller", EB5 Acquisition, LLC, a Delaware limited liability company, as the "Buyer", and Donna Ames-Heldfond, as the "Seller Owner".

<sup>2</sup> \*\*Successor in interest by way of an asset purchase pursuant to that certain Asset Purchase Agreement dated as of February 1, 2013 between Elements Brands, LLC, now a Delaware limited liability company, as the "Buyer", Nurture My Body, LLC, a Washington limited liability company, as the "Seller", and Patty Kerr and Rich Arnold, the "Seller Members".

<sup>3</sup> \*\*\*Successor in interest by way of the Acquisition.



SKIN SOOTHER	4,910,235	3	Natural Dog Acquisition LLC***
NATURAL DOG COMPANY & Design	4,947,310	3 and 31	Natural Dog Acquisition LLC***
WRINKLES NEVER LOOKED SO GOOD	4,960,967	3	Natural Dog Acquisition LLC***
SNOUT SHINE	4,992,605	3	Natural Dog Acquisition LLC***
YOUR DOG WILL THANK YOU	4,996,576	3	Natural Dog Acquisition LLC***
WRINKLE BALM	5,009,926	3	Natural Dog Acquisition LLC***
SOOTHE•PROTECT•HEAL	5,377,306	3	Natural Dog Acquisition LLC***
PAWTECTION	5,373,770	3	Natural Dog Acquisition LLC***
SPRUCE UP PUP	5,380,647	3	Natural Dog Acquisition LLC***
BULLY GNAWER	5,380,679	31	Natural Dog Acquisition LLC***
SOOTHE.MOISTURIZE.PROTECT	5,380,680	3	Natural Dog Acquisition LLC***
NATURAL DOG COMPANY	5,466,549	3 and 31	Natural Dog Acquisition LLC***
CANINE CLEAN	87/938,829	3	Natural Dog Acquisition LLC***

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None