

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM505511

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			Limited Liability Company
Name	Formerly	Execution Date	Entity Type
ORAHEALTH, LLC		01/09/2019	Corporation: WASHINGTON

RECEIVING PARTY DATA	
Name:	MB Financial Bank, N.W., as Administrative Agent
Street Address:	6111 North River Road
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14		
Property Type	Number	Word Mark
Registration Number:	2856367	CANKERMELTS
Registration Number:	4024083	ENERGY MELTS
Registration Number:	4237982	FRESH MELTS
Registration Number:	4757369	H-B12
Registration Number:	4350307	ORACOAT
Registration Number:	2832597	ORAHEALTH
Registration Number:	4665936	ORAPATCH
Registration Number:	3664745	RELIEF THAT STICKS
Registration Number:	5455371	
Registration Number:	4495764	XYLIGEL
Registration Number:	3146586	XYLIGUM
Registration Number:	3456467	XYLIMELTS
Registration Number:	3146587	XYLIMINTS
Serial Number:	88010525	RENEWING MELTS

CORRESPONDENCE DATA	
Fax Number:	7037125050
<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:	7037125352

OP \$365.00 2856367

Email: jmiller@mcguirewoods.com
Correspondent Name: Joyce Miller
Address Line 1: 1750 Tysons Blvd.
Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER: Joyce Miller

SIGNATURE: /Joyce Miller/

DATE SIGNED: 01/11/2019

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, OraHealth, LLC, a Washington limited liability company (the “**Grantor**”), owns trademarks, trademark registrations, trademark applications, trademark licenses, and any and all goodwill associated therewith, as set forth on Schedule A attached hereto; and

WHEREAS, MB Financial Bank, N.A., as “Administrative Agent” under the Credit Agreement and the Guaranty and Collateral Agreement referred to below (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s 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 the 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 (by joinder), 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 (by joinder), 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 January 9, 2019 (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 and the Joinder to Guaranty and Collateral Agreement dated as of January 9, 2019, executed by the Grantor (the “**Joinder**”). 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 and/or the Joinder, all terms and provisions of each 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, the Guaranty and Collateral Agreement, or the Joinder, the provisions of the Credit Agreement, the Guaranty and Collateral Agreement, or the Joinder, 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:

ORAHEALTH, LLC
a Washington limited liability company

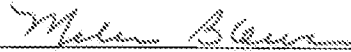
By: St Brown

Name: Steven R. Brown

Title: Vice President

GRANTEE:

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

By:  _____

Name: Melissa Biefweis

Title: Senior Vice President

Schedule A – Trademarks

Trademark Registrations

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Reg. No./ Ser. No./ Status</u>	<u>Registration / Filing Date</u>
United States	CANKERMELTS	2856367	06/22/2004
United States	ENERGY MELTS	4024083	09/06/2011
United States	FRESH MELTS	4237982	11/06/2012
United States	H-B12	4757369	06/16/2015
United States	ORACOAT	4350307	06/11/2013
Australia	ORACOAT	1584542	10/08/2013
European Union	ORACOAT	015965941	03/29/2017
Russia	ORACOAT	632115	10/10/2017
India	ORACOAT	3390192	10/18/2016
Norway	ORACOAT	301091	11/14/2018
United States	ORAHEALTH	2832597	04/13/2004
United States	ORAPATCH	4665936	01/06/2015
United States	RELIEF THAT STICKS	3664745	08/04/2009
United States	Tan color for adhering discs	5455371	04/24/2018
United States	XYLIGEL	4495764	03/11/2014
Canada	XYLIGEL	TMA996439	05/11/2018
European Union	XYLIGEL	16670945	09/28/2017
Australia	XYLIGEL	1850886	06/09/2017
Germany	XYLIGEL	302008075859	12/01/2009
United States	XYLIGUM	3146586	09/19/2006
United States	XYLIMELTS	3456467	07/01/2008
Canada	XYLIMELTS	TMA861713	10/02/2013
European Union	XYLIMELTS	00313101	07/29/2008
South Korea	XYLIMELTS	40095131	12/01/2013
Australia	XYLIMELTS	1584543	10/08/2013
Russia	XYLIMELTS	632116	10/10/2017
India	XYLIMELTS	3390193	10/18/2016
Norway	XYLIMELTS	301090	11/14/2018
United States	XYLIMINTS	3146587	09/19/2006

Trademark Applications

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
Canada	ORACOAT	1879145	01/23/2018
Japan	ORACOAT	2018098454	08/01/2018
United States	RENEWING MELTS	88010525	06/22/2018
Japan	XYLIGEL	2018098456	08/01/2018
Australia	XYLIGUM	1932193	06/12/2018
Canada	XYLIGUM	1919673	09/12/2018
Japan	XYLIMELTS	2018098455	08/01/2018

Trademark Licenses

None.