

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509242

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Herban Industries OR LLC		01/30/2019	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	GLAS Americas LLC, as Collateral Agent		
Street Address:	3 Second Street		
Internal Address:	Suite 206		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87877429	WINBERRY FARMS	
Serial Number:	87877430	W	
Serial Number:	87877427	WINBERRY FARMS	
Serial Number:	87877431	W	
CORRESPONDENCE DATA			
Fax Number:	6126077100		
<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:	612-607-7325		
Email:	bgrahn@foxrothschild.com		
Correspondent Name:	Barbara J Grahn		
Address Line 1:	222 South Ninth St		
Address Line 2:	Suite 2000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Barbara Grahn		
SIGNATURE:	/bjg/		
DATE SIGNED:	02/07/2019		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of January 30, 2019, by and between Herban Industries OR LLC, an Oregon limited liability company (“**Grantor**”), and GLAS Americas LLC (“**Agent**”), as “Collateral Agent” as defined under that certain Credit Agreement dated January 16, 2019, by and among the Agent, GLAS USA LLC, as “Administrative Agent”, DionyMed Brands Inc., as “Borrower,” DionyMed Inc., Herban Industries, Inc., Herban Industries CA LLC, Herban Industries OR LLC, Herban Industries NJ LLC and the other Subsidiaries from time to time party thereto, as “Credit Parties,” and the lenders from time to time party thereto, as “Lenders” (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

WHEREAS, pursuant to the Credit Agreement, the Lenders agreed to make extensions of credit to the Borrower and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to that certain Pledge and Security Agreement dated as of January 30, 2019 (the “**Security Agreement**”), pursuant to which the Grantor granted to the Agent, for the benefit of the Lenders, a security interest in the Trademark Collateral, as hereinafter defined, and is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgor hereby agrees as follows:

Section 1. Defined Terms

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

Section 2. Grant of Security Interest in Trademark Collateral

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 of Grantor, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Lenders, and grants to the Agent, for the benefit of the Lenders, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Trademark Collateral**”):

(a) all of the Trademarks and Trademark Licenses, including, without limitation, those referred to on Schedule I hereto;

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

(c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

Section 3. Security Agreement

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

HERBAN INDUSTRIES, INC., as sole
manager, on behalf of

HERBAN INDUSTRIES OR LLC, as

Grantor

By:  _____



Name: Peter Kamjian

Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006555 FRAME: 0480

SCHEDULE I

Mark	Owner	Registration No.	Filing Date
WINBERRY FARMS	Herban Industries OR LLC	87877429	April 15, 2018
	Herban Industries OR LLC	87877430	April 15, 2018
WINBERRY FARMS	Herban Industries OR LLC	87877427	April 15, 2018
	Herban Industries OR LLC	87877431	April 15, 2018

Trademark License Agreement dated June 2, 2018, by and among Herban Industries, Inc. and Zander Fields LLC.