

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arboris, LLC		03/14/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent for the Secured Parties		
Street Address:	303 Peachtree Street, NE		
Internal Address:	Attn: Arboris Portfolio Manager		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2983169	ARBORIS	
Registration Number:	2983355	ARBORIS	
Registration Number:	2983176	ARBORIS PINE TREE EXTRACTS	
Registration Number:	3381544	AS-2	
Registration Number:	3381545	AS-2	
Registration Number:	3381546	AS-2	
Registration Number:	3381547	AS-2	
Registration Number:	4530415	PROTANICA	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$215.00 2983169

NAME OF SUBMITTER:	Sidney R. Brown
SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	03/15/2019
Total Attachments: 5 source=SunTrust - Arboris Trademark Security Agreement#page1.tif source=SunTrust - Arboris Trademark Security Agreement#page2.tif source=SunTrust - Arboris Trademark Security Agreement#page3.tif source=SunTrust - Arboris Trademark Security Agreement#page4.tif source=SunTrust - Arboris Trademark Security Agreement#page5.tif	

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 14, 2019 (this "Security Agreement"), is made by ARBORIS, LLC, a Delaware limited liability company (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, ARBORIS, LLC, a Delaware limited liability company (the "Borrower"), ARBORIS ROOTS CORPORATION, a Delaware corporation ("Arboris Roots"), ARBORIS LEAVES CORPORATION, a Delaware corporation ("Arboris Leaves"), the Lenders from time to time party thereto, the Administrative Agent and the other parties party thereto have entered into that certain Credit Agreement dated as of March 14, 2019 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Holding Companies and the Borrower have entered into the Guaranty and Security Agreement dated as of March 14, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, pledges, assigns and transfers to the Administrative Agent, and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest and whether now existing or hereafter coming into existence (the "Trademark Collateral");

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Counterparts. This 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.

Governing Law. This 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 Georgia.

Loan Document. For avoidance of doubt, the Grantor and the Administrative Agent hereby acknowledge and agree that this Security Agreement is a Loan Document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the 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.

ARBORIS, LLC

A handwritten signature in black ink, appearing to be 'P. Acton', written over a horizontal line.

By: _____
Peter L. Acton, President and Chief Executive
Officer

[Arboris - Trademark Security Agreement]

TRADEMARK
REEL: 006592 FRAME: 0360

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: _____




Name: Vinay Desai

Title: Director

SCHEDULE I

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

Mark	Grantor's % Ownership	Jurisdiction(s) and Office Where Registered	Registration Number
"ARBORIS"	Arboris, LLC (100%)	United States Patent and Trademark Office	2,983,169
"ARBORIS"	Arboris, LLC (100%)	United States Patent and Trademark Office	2,983,355
	Arboris, LLC (100%)	United States Patent and Trademark Office	2,983,176
"AS-2"	Arboris, LLC (100%)	United States Patent and Trademark Office	3,381,544
"AS-2"	Arboris, LLC (100%)	United States Patent and Trademark Office	3,381,545
"AS-2"	Arboris, LLC (100%)	United States Patent and Trademark Office	3,381,546
"AS-2"	Arboris, LLC (100%)	United States Patent and Trademark Office	3,381,547
"PROTANICA"	Arboris, LLC (100%)	United States Patent and Trademark Office	4,530,415

II. TRADEMARK APPLICATIONS

None.