

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519440

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nature's Specialties, LLC		04/17/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC, as administrative agent		
<b>Street Address:</b>	100 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 56</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2093196		
<b>Registration Number:</b>	3003839	THE NATURAL CHOICE OF PROFESSIONAL GROOM	
<b>Registration Number:</b>	3435699	EZ SHED	
<b>Registration Number:</b>	3510244	SUPER EZ DEMATT	
<b>Registration Number:</b>	3345873	ALMOND CRISP	
<b>Registration Number:</b>	3257307	ALMOND ESSENCE	
<b>Registration Number:</b>	2495631	AUTUMN MIST	
<b>Registration Number:</b>	5065904	BARKLE & SHINE	
<b>Registration Number:</b>	3070134	BERRY GENTLE	
<b>Registration Number:</b>	5392716	BLUEBERRY DEW	
<b>Registration Number:</b>	2123234	CITRU-MELA PLUS	
<b>Registration Number:</b>	2123235	DERMA TREAT	
<b>Registration Number:</b>	2091311	DERMA-DYNE	
<b>Registration Number:</b>	4764795	DIVINE SHINE	
<b>Registration Number:</b>	2495632	ENCHANTED MIST	
<b>Registration Number:</b>	4476969	EZ OUT	
<b>Registration Number:</b>	2997322	FOO-FOO	
<b>Registration Number:</b>	2404133	FRESH & FANCY	
<b>Registration Number:</b>	3760022	HAIR RAISER	
<b>TRADEMARK</b>			

CH \$1415.00 2093196

Property Type	Number	Word Mark
Registration Number:	3031485	HYPO "ALOE" GENIC
Registration Number:	2956207	KENNEL KLEAN
Registration Number:	3189849	LAV-N-DERM
Registration Number:	2756668	MAXI-MOIST
Registration Number:	2901909	MEDI-AID
Registration Number:	2747795	MEDI-TAR
Registration Number:	3189850	MYSTIC LAVENDER
Registration Number:	4155967	OAT-BATH
Registration Number:	3007386	ORAL FRESH
Registration Number:	5192933	PAWPIN' BLUEBERRY
Registration Number:	4642575	PEACHY PERFECT
Registration Number:	2991977	PET CARE CONCEPTS
Registration Number:	4136507	PLUM CRAZY
Registration Number:	2467338	PLUM SILKY
Registration Number:	3794365	PLUM-TASTIC
Registration Number:	4376934	PUP-A-LADA
Registration Number:	4415188	PUPPY COLADA
Registration Number:	2962675	QUICK RELIEF
Registration Number:	4362084	QUICK RESCUE
Registration Number:	2091310	QUICKER SLICKER
Registration Number:	5065900	SCREAMIN' BLUEBERRY
Registration Number:	4928157	SHEABLAST
Registration Number:	4800767	SHEAMORA
Registration Number:	4796447	SHEAZAM
Registration Number:	2419114	SILK-N-FINISH
Registration Number:	3017392	SIMPLY PLUM
Registration Number:	3751349	SPEEDY GROOM
Registration Number:	2830327	SUN- TAMER
Registration Number:	2693809	SUN-GUARD
Registration Number:	3783344	SUPER "REMEDY"
Registration Number:	2419081	SWEET & SASSY
Registration Number:	5341344	SWEET PASSION
Registration Number:	5397877	TOP'N BLUEBERRY
Registration Number:	5065871	VANTABLACK NIGHT
Registration Number:	2415715	WHAM
Registration Number:	2091309	WONDER SPRAY
Registration Number:	2778185	YARD DOG

**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:** 2136207848**Email:** iprecordations@whitecase.com**Correspondent Name:** Justine Lu/White & Case LLP**Address Line 1:** 555 South Flower Street, 2700**Address Line 4:** Los Angeles, CALIFORNIA 90071**ATTORNEY DOCKET NUMBER:** 1182886-0024-S216**NAME OF SUBMITTER:** Justine Lu**SIGNATURE:** /Justine Lu/**DATE SIGNED:** 04/17/2019**Total Attachments: 10**

source=Golub-Nexus - Trademark Security Agreement (Natures Specialties) (Executed)#page1.tif  
source=Golub-Nexus - Trademark Security Agreement (Natures Specialties) (Executed)#page2.tif  
source=Golub-Nexus - Trademark Security Agreement (Natures Specialties) (Executed)#page3.tif  
source=Golub-Nexus - Trademark Security Agreement (Natures Specialties) (Executed)#page4.tif  
source=Golub-Nexus - Trademark Security Agreement (Natures Specialties) (Executed)#page5.tif  
source=Golub-Nexus - Trademark Security Agreement (Natures Specialties) (Executed)#page6.tif  
source=Golub-Nexus - Trademark Security Agreement (Natures Specialties) (Executed)#page7.tif  
source=Golub-Nexus - Trademark Security Agreement (Natures Specialties) (Executed)#page8.tif  
source=Golub-Nexus - Trademark Security Agreement (Natures Specialties) (Executed)#page9.tif  
source=Golub-Nexus - Trademark Security Agreement (Natures Specialties) (Executed)#page10.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 17, 2019, (the "Trademark Security Agreement"), is made by the entity listed on the signature page hereof (the "Grantor"), in favor of Golub Capital LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 14, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NBG HOLDING CORP., a Delaware corporation (the "Initial Borrower" and, prior to the consummation of the Closing Date Acquisition, the "Borrower"), upon consummation of the Closing Date Acquisition, NEXUS BRANDS GROUP, INC., a Delaware corporation ("Nexus" and, as the surviving entity after giving effect to the Closing Date Acquisition, the "Borrower"), NBG INTERMEDIATE HOLDING CORP., a Delaware corporation ("Holdings"), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Golub Capital LLC, as Administrative Agent for the Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. 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, hereby grants to the Administrative Agent for the benefit of the Secured

Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (for the avoidance of doubt, no Lien or security interest is granted hereunder on any Excluded Property) (the “Trademark Collateral”):

- (a) all of its Trademarks (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark 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. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent indemnity obligations to the extent no claims giving rise thereto have been asserted) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6.     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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 7.     Governing Law.     The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

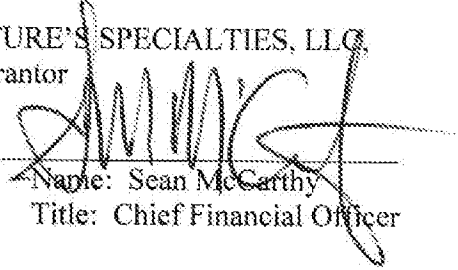
[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

NATURE'S SPECIALTIES, LLC  
as Grantor

By:



Name: Sean McCarthy  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006621 FRAME: 0378**

ACCEPTED AND AGREED  
as of the date first above written:

GOLUB CAPITAL LLC,  
as Administrative Agent

By:



Name: Marc C. Robinson  
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006621 FRAME: 0379**



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Registration Number	Registration Date	Mark/Design	Jurisdiction	Owner of Record
Reg 21157900	Reg 28-OCT-2017		China	Nature's Specialties, LLC
Reg 21157899	Reg 28-OCT-2017		China	Nature's Specialties, LLC
Reg 13532762	Reg 28-JAN-2015	PLUM SILKY	China	Nature's Specialties, LLC
Reg 13532761	Reg 07-FEB-2015	PLUM-CRAZY	China	Nature's Specialties, LLC
Reg 303890881	Reg 01-SEP-2016		Hong Kong	Nature's Specialties, LLC
Reg 555964	Reg 28-OCT-2015	NATURE'S SPECIALISTS	Russian Federation	Nature's Specialties, LLC
Reg 4013267270000	Reg 31-JAN-2018	FLUFF & PUFF	South Korea	Nature's Specialties, LLC
Reg 4009875670000	Reg 08-AUG-2013	PLUM SILKY	South Korea	Nature's Specialties, LLC
Reg 4013267260000	Reg 31-JAN-2018	SHEAZAM	South Korea	Nature's Specialties, LLC
Reg 2093196	Reg 02-SEP-1997		U.S.	Nature's Specialties, LLC
Reg 3003839	Reg 04-OCT-2005	THE NATURAL CHOICE OF PROFESSIONAL GROOMERS	U.S.	Nature's Specialties, LLC

Registration Number	Registration Date	Mark/Design	Jurisdiction	Owner of Record
Reg 3435699	Reg 27-MAY-2008	<b>EZ SHED</b>	U.S.	Nature's Specialties, LLC
Reg 3510244	Reg 30-SEP-2008	<i>Super</i> <b>EZ DeMATT</b>	U.S.	Nature's Specialties, LLC
Reg 3345873	Reg 27-NOV-2007	ALMOND CRISP	U.S.	Nature's Specialties, LLC
Reg 3257307	Reg 26-JUN-2007	ALMOND ESSENCE	U.S.	Nature's Specialties, LLC
Reg 2495631	Reg 09-OCT-2001	AUTUMN MIST	U.S.	Nature's Specialties, LLC
Reg 5065904	Reg 18-OCT-2016	BARKLE & SHINE	U.S.	Nature's Specialties, LLC
Reg 3070134	Reg 21-MAR-2006	BERRY GENTLE	U.S.	Nature's Specialties, LLC
Reg 5392716	Reg 30-JAN-2018	BLUEBERRY DEW	U.S.	Nature's Specialties, LLC
Reg 2123234	Reg 23-DEC-1997	CITRU-MELA PLUS	U.S.	Nature's Specialties, LLC
Reg 2123235	Reg 23-DEC-1997	DERMA TREAT	U.S.	Nature's Specialties, LLC
Reg 2091311	Reg 26-AUG-1997	DERMA-DYNE	U.S.	Nature's Specialties, LLC
Reg 4764795	Reg 30-JUN-2015	DIVINE SHINE	U.S.	Nature's Specialties, LLC
Reg 2495632	Reg 09-OCT-2001	ENCHANTED MIST	U.S.	Nature's Specialties, LLC
Reg 4476969	Reg 04-FEB-2014	EZ OUT	U.S.	Nature's Specialties, LLC
Reg 2997322	Reg 20-SEP-2005	FOO-FOO	U.S.	Nature's Specialties, LLC
Reg 2404133	Reg 14-NOV-2000	FRESH & FANCY	U.S.	Nature's Specialties, LLC
Reg 3760022	Reg 16-MAR-2010	HAIR RAISER	U.S.	Nature's Specialties, LLC
Reg 3031485	Reg 20-DEC-2005	HYPO "ALOE" GENIC	U.S.	Nature's Specialties, LLC

<b>Registration Number</b>	<b>Registration Date</b>	<b>Mark/Design</b>	<b>Jurisdiction</b>	<b>Owner of Record</b>
<b>Reg 2956207</b>	<b>Reg 24-MAY-2005</b>	KENNEL KLEAN	U.S.	Nature's Specialties, LLC
<b>Reg 3189849</b>	<b>Reg 26-DEC-2006</b>	LAV-N-DERM	U.S.	Nature's Specialties, LLC
<b>Reg 2756668</b>	<b>Reg 26-AUG-2003</b>	MAXI-MOIST	U.S.	Nature's Specialties, LLC
<b>Reg 2901909</b>	<b>Reg 09-NOV-2004</b>	MEDI-AID	U.S.	Nature's Specialties, LLC
<b>Reg 2747795</b>	<b>Reg 05-AUG-2003</b>	MEDI-TAR	U.S.	Nature's Specialties, LLC
<b>Reg 3189850</b>	<b>Reg 26-DEC-2006</b>	MYSTIC LAVENDER	U.S.	Nature's Specialties, LLC
<b>Reg 4155967</b>	<b>Reg 05-JUN-2012</b>	OAT-BATH	U.S.	Nature's Specialties, LLC
<b>Reg 3007386</b>	<b>Reg 18-OCT-2005</b>	ORAL FRESH	U.S.	Nature's Specialties, LLC
<b>Reg 5192933</b>	<b>Reg 25-APR-2017</b>	PAWPIN' BLUEBERRY	U.S.	Nature's Specialties, LLC
<b>Reg 4642575</b>	<b>Reg 18-NOV-2014</b>	PEACHY PERFECT	U.S.	Nature's Specialties, LLC
<b>Reg 2991977</b>	<b>Reg 06-SEP-2005</b>	PET CARE CONCEPTS	U.S.	Nature's Specialties, LLC
<b>Reg 4136507</b>	<b>Reg 01-MAY-2012</b>	PLUM CRAZY	U.S.	Nature's Specialties, LLC
<b>Reg 2467338</b>	<b>Reg 10-JUL-2001</b>	PLUM SILKY	U.S.	Nature's Specialties, LLC
<b>Reg 3794365</b>	<b>Reg 25-MAY-2010</b>	PLUM-TASTIC	U.S.	Nature's Specialties, LLC
<b>Reg 4376934</b>	<b>Reg 30-JUL-2013</b>	PUP-A-LADA	U.S.	Nature's Specialties, LLC
<b>Reg 4415188</b>	<b>Reg 08-OCT-2013</b>	PUPPY COLADA	U.S.	Nature's Specialties, LLC
<b>Reg 2962675</b>	<b>Reg 14-JUN-2005</b>	QUICK RELIEF	U.S.	Nature's Specialties, LLC
<b>Reg 4362084</b>	<b>Reg 02-JUL-2013</b>	QUICK RESCUE	U.S.	Nature's Specialties, LLC
<b>Reg 2091310</b>	<b>Reg 26-AUG-1997</b>	QUICKER SLICKER	U.S.	Nature's Specialties, LLC

<b>Registration Number</b>	<b>Registration Date</b>	<b>Mark/Design</b>	<b>Jurisdiction</b>	<b>Owner of Record</b>
<b>Reg 5065900</b>	<b>Reg 18-OCT-2016</b>	SCREAMIN' BLUEBERRY	U.S.	Nature's Specialties, LLC
<b>Reg 4928157</b>	<b>Reg 29-MAR-2016</b>	SHEABLAST	U.S.	Nature's Specialties, LLC
<b>Reg 4800767</b>	<b>Reg 25-AUG-2015</b>	SHEAMORA	U.S.	Nature's Specialties, LLC
<b>Reg 4796447</b>	<b>Reg 18-AUG-2015</b>	SHEAZAM	U.S.	Nature's Specialties, LLC
<b>Reg 2419114</b>	<b>Reg 09-JAN-2001</b>	SILK-N-FINISH	U.S.	Nature's Specialties, LLC
<b>Reg 3017392</b>	<b>Reg 22-NOV-2005</b>	SIMPLY PLUM	U.S.	Nature's Specialties, LLC
<b>Reg 3751349</b>	<b>Reg 23-FEB-2010</b>	SPEEDY GROOM	U.S.	Nature's Specialties, LLC
<b>Reg 2830327</b>	<b>Reg 06-APR-2004</b>	SUN- TAMER	U.S.	Nature's Specialties, LLC
<b>Reg 2693809</b>	<b>Reg 04-MAR-2003</b>	SUN-GUARD	U.S.	Nature's Specialties, LLC
<b>Reg 3783344</b>	<b>Reg 04-MAY-2010</b>	SUPER "REMEDY"	U.S.	Nature's Specialties, LLC
<b>Reg 2419081</b>	<b>Reg 09-JAN-2001</b>	SWEET & SASSY	U.S.	Nature's Specialties, LLC
<b>Reg 5341344</b>	<b>Reg 21-NOV-2017</b>	SWEET PASSION	U.S.	Nature's Specialties, LLC
<b>Reg 5397877</b>	<b>Reg 06-FEB-2018</b>	TOP'N BLUEBERRY	U.S.	Nature's Specialties, LLC
<b>Reg 5065871</b>	<b>Reg 18-OCT-2016</b>	VANTABLACK NIGHT	U.S.	Nature's Specialties, LLC
<b>Reg 2415715</b>	<b>Reg 26-DEC-2000</b>	WHAM	U.S.	Nature's Specialties, LLC
<b>Reg 2091309</b>	<b>Reg 26-AUG-1997</b>	WONDER SPRAY	U.S.	Nature's Specialties, LLC
<b>Reg 2778185</b>	<b>Reg 28-OCT-2003</b>	YARD DOG	U.S.	Nature's Specialties, LLC

## 2. TRADEMARK APPLICATIONS

<b>Application Number</b>	<b>Application Date</b>	<b>Mark/Design</b>	<b>Jurisdiction</b>	<b>Owner of Record</b>
<b>App 13532763</b>	<b>App 13-NOV-2013</b>	<b>NATURESSPECIALTIES</b>	China	Nature's Specialties, LLC