

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HERBAL BRANDS, INC.		05/03/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ROCK CLIFF CAPITAL, LLC		
Street Address:	412 West 15th Street, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4471375	DOCTORCARE PLUS	
Registration Number:	5125005	DOCTORCAREPLUS RIGHTFOOT	
Registration Number:	2001460	HERBAL CLEAN	
Registration Number:	2001461	MASTER TEA	
Registration Number:	2064566	NATURAL TREASURES	
Registration Number:	2428925	MIRACLE BREAST	
Registration Number:	2539154	Q CLEAN	
Registration Number:	2539181	PRETOX	
Registration Number:	2671491	CLEANSING TABS	
Registration Number:	2705331	THE FIXX	
Registration Number:	2748088	TOTAL ECLIPSE	
Registration Number:	2756650	Q CARBO PLUS	
Registration Number:	2853016	1 SHOT	
Registration Number:	2960253	GENTLE CARE	
Registration Number:	3056647	CLEANSING COCKTAIL	
Registration Number:	3258229	BUTT DUST	
Registration Number:	3407614	KEESTER KREAM	
Registration Number:	3439690	GENTLE CARE	
Registration Number:	3547936	SIMPLY SLENDER LEMONMADE DIET	

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Property Type	Number	Word Mark
Registration Number:	3706285	ASSURE DETOX
Registration Number:	3828156	ELIMINEX
Registration Number:	3886799	RELY
Registration Number:	4513293	QTABS
Registration Number:	5330195	PURITEX
Registration Number:	5330196	ERASE+DETOX
Registration Number:	2127630	QUICK TABS
Registration Number:	3350403	CHEEKY CLEAN
Serial Number:	87690092	FOOT DE-FUNK
Serial Number:	87690103	FOOT DE-FUNK
Serial Number:	87759207	SIMPLY SLENDER
Serial Number:	87759237	SIMPLY SLENDER
Registration Number:	3616950	FUSION FORMULATIONS

CORRESPONDENCE DATA

Fax Number: 4156932222

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: 4156932000

Email: crhem@cooley.com

Correspondent Name: Cooley LLP

Address Line 1: 101 California Street, 5th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	333968-100
NAME OF SUBMITTER:	C. Rhem
SIGNATURE:	/CR/
DATE SIGNED:	05/10/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of May 3, 2019, by and between ROCK CLIFF CAPITAL, LLC (the "Lender"), and HERBAL BRANDS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Grantor has entered into that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Lender, pursuant to which the Lender will make extensions of credit to Grantor;

B. As a condition to the Loan Agreement, Grantor is required to enter into this Agreement to further evidence the grant to Lender of the security interest in its Trademarks to secure the Obligations.

AGREEMENT

NOW, THEREFORE, Grantor agrees as follows:

To secure the Obligations, Grantor grants and pledges to Lender a security interest in all of Grantor's Intellectual Property consisting of Trademarks (including without limitation those Trademarks listed on Exhibit A hereto), and all goodwill connected with the use thereof and symbolized thereby.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest are as set forth in the Loan Agreement or as are now or hereafter available to the Lender as a matter of law or equity, shall be cumulative and concurrent.

Grantor represents and warrants that Exhibit A attached hereto set forth any and all Trademarks necessary for the conduct of its business in connection with which such Grantor has registered or filed an application with the United States Patent and Trademark Office.

All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement.

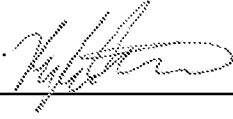
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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Grantor:
489 Fifth Avenue, 27th Floor
New York, NY 10017

GRANTOR:
HERBAL BRANDS, INC.

By: _____
Name: Kyle Detwiler
Title: President



Address of Lender:

412 West 15th Street, 14th Floor
New York, New York 10011

~~LENDER:
ROCK CLIFF CAPITAL, LLC~~

~~By: _____~~

~~Name: Justin Korsant~~

~~Title: Authorized Signatory~~

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 006643 FRAME: 0113

Exhibit A - TRADEMARKS

Trademark	Applicant	Owner	Date Filed	Serial #	Registration Date	Registration
DOCTORCARE PLUS	BNG Enterprises, SupremeBeing,	Herbal Brands, Inc.	12/9/2011	85492092	1/21/2014	4471375
DOCTORCAREPLUS RIGHTFOOT	BNG Enterprises,	Herbal Brands, Inc.	4/10/2015	86594356	1/17/2017	5125005
HERBAL CLEAN	BNG Enterprises,	Herbal Brands, Inc.	10/10/1995	75003292	9/17/1996	2001460
MASTER TEA	BNG Enterprises,	Herbal Brands, Inc.	10/10/1995	75003295	9/17/1996	2001461
NATURAL TREASURES	BNG Enterprises,	Herbal Brands, Inc.	10/10/1995	75003298	5/27/1997	2064566
MIRACLE BREAST	BNG Enterprises,	Herbal Brands, Inc.	6/2/1999	75719466	2/13/2001	2428925
Q CLEAN	BNG Enterprises,	Herbal Brands, Inc.	2/3/2000	75909283	2/19/2002	2539154
PRETOX	BNG Enterprises,	Herbal Brands, Inc.	2/16/2000	75921348	2/19/2002	2539181
CLEANSING TABS	BNG Enterprises,	Herbal Brands, Inc.	8/27/2001	76305877	1/7/2003	2671491
THE FIXX	BNG Enterprises,	Herbal Brands, Inc.	8/25/2001	76305376	4/8/2003	2705331
TOTAL ECLIPSE	BNG Enterprises,	Herbal Brands, Inc.	4/25/2001	76246739	8/5/2003	2748088
Q CARBO PLUS	BNG Enterprises,	Herbal Brands, Inc.	5/4/2000	76041225	8/26/2003	2756650
1 SHOT	BNG Enterprises,	Herbal Brands, Inc.	5/16/2003	76514920	6/15/2004	2853016
GENTLE CARE	BNG Enterprises,	Herbal Brands, Inc.	2/24/2003	76491738	6/7/2005	2960253
CLEANSING COCKTAIL	BNG Enterprises,	Herbal Brands, Inc.	2/4/2004	78362601	1/31/2006	3056647
BUTT DUST	BNG Enterprises,	Herbal Brands, Inc.	6/9/2006	78904595	7/3/2007	3258229
KEESTER KREAM	BNG Enterprises,	Herbal Brands, Inc.	6/2/2006	78899620	4/1/2008	3407614
GENTLE CARE	BNG Enterprises,	Herbal Brands, Inc.	8/15/2007	77256343	6/3/2008	3439690
SIMPLY SLENDER LEMONMADE DIET	BNG Enterprises,	Herbal Brands, Inc.	11/6/2007	77322752	12/16/2008	3547936
ASSURE DETOX	ACME Wholesale,	Herbal Brands, Inc.	5/29/2008	77486563	11/3/2009	3706285
ELIMINEX	BNG Enterprises,	Herbal Brands, Inc.	1/4/2010	77904716	8/3/2010	3828156
RELY	ACME Wholesale,	Herbal Brands, Inc.	8/15/2008	77548626	12/7/2010	3886799
QTABS	BNG Enterprises,	Herbal Brands, Inc.	7/24/2012	85685885	4/15/2014	4513293
PURITEX	BNG Enterprises,	Herbal Brands, Inc.	8/14/2015	86725995	11/7/2017	5330195
ERASE+DETOX	BNG Enterprises,	Herbal Brands, Inc.	8/14/2015	86725999	11/7/2017	5330196
QUICK TABS	BNG Enterprises,	Herbal Brands, Inc.	10/10/1995	75003297	1/6/1998	2127630
CHEEKY CLEAN	BNG Enterprises,	Herbal Brands, Inc.	8/21/2006	78956938	12/4/2007	3350403
FOOT De-FUNK	BNG Enterprises,	Herbal Brands, Inc.	11/17/2017	87690092	Pending	Pending
FOOT De-FUNK	BNG Enterprises,	Herbal Brands, Inc.	11/17/2017	87690103	Pending	Pending

SIMPLY SLENDER	BNG Enterprises, BNG Enterprises,	Herbal Brands, Inc.	1/17/2018	87759207	Pending	Pending
SIMPLY SLENDER	BNG Enterprises, BNG Enterprises,	Herbal Brands, Inc.	1/17/2018	87759237	Pending	Pending
FUSION FORMULATIONS	Fusion Formulations, Inc. (name corrected to	Herbal Brands, Inc.	12/11/2007	77349390	5/5/2009	3616950

TRADEMARK

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