

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM541707

<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>
KRAMER CONSUMER HEALTHCARE, INC.		09/19/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CHURCHILL AGENCY SERVICES LLC, as Administrative Agent		
<b>Street Address:</b>	430 Park Avenue		
<b>Internal Address:</b>	14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2392138		
<b>Registration Number:</b>	2347521	NIZORAL A-D	
<b>Registration Number:</b>	1278609	NIZORAL	
<b>Serial Number:</b>	88369784	ARCADIA CONSUMER HEALTHCARE	
<b>Serial Number:</b>	88369782	ARCADIA CONSUMER HEALTHCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>			
<b>Phone:</b>	7043311000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700, ATTN: IP DEPARTMENT		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	044837.000008		
<b>NAME OF SUBMITTER:</b>	John Slaughter		

OP \$140.00 2392138

<b>SIGNATURE:</b>	/john slaughter/
<b>DATE SIGNED:</b>	09/20/2019
<b>Total Attachments: 4</b> source=TSA - Kramer Consumer Healthcare, Inc. to Churchill Agency Services LLC#page1.tif source=TSA - Kramer Consumer Healthcare, Inc. to Churchill Agency Services LLC#page2.tif source=TSA - Kramer Consumer Healthcare, Inc. to Churchill Agency Services LLC#page3.tif source=TSA - Kramer Consumer Healthcare, Inc. to Churchill Agency Services LLC#page4.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 19, 2019 (this “Agreement”), by Kramer Consumer Healthcare, Inc., a Delaware corporation (the “Grantor”), in favor of Churchill Agency Services LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all of its right, title and interest in the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor, including without limitation, those Trademarks listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.


SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[Signature pages follow]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KRAMER CONSUMER HEALTHCARE, INC.

By:   
Name: *Mike Dehan*  
Title: *CEO*

**CHURCHILL AGENCY SERVICES LLC,**  
as Administrative Agent

By: \_\_\_\_\_

  
Name: George Kurtson  
Title: Senior Managing Director

Schedule I

Trademark Registrations and Applications

**Kramer Consumer Healthcare, Inc.**  
**(Delaware Corporation)**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Design Only	2392138	10/03/00
NIZORAL A-D	2347521	05/02/00
NIZORAL	1278609	05/22/84

**Trademark Applications**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
ARCADIA CONSUMER HEALTHCARE	88369784	04/03/19
ARCADIA CONSUMER HEALTHCARE	88369782	04/03/19