

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM544277

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
City Beauty, LLC		10/07/2019	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Administrative Agent for the Secured Parties
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5406491	CITY BEAUTY
Registration Number:	4546666	CITY LIPS
Registration Number:	4236993	CITY LASH

CORRESPONDENCE DATA

Fax Number: 2024083141
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: 2024083141
Email: jean.paterson@cscglobal.com
Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	4
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	10/08/2019
Total Attachments: 12	

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IP SECURITY AGREEMENT

This IP Security Agreement, dated as of October 7, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and PNC Bank, National Association, as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, ALTERN MARKETING, LLC, a California limited liability company (“Borrower”), has entered into that certain Revolving Credit, Term Loan and Security Agreement, dated as of October 7, 2019 (as may be amended, modified, supplemented, renewed, restated or replaced from time to time, the “Credit Agreement”), by and among the Borrower, each guarantor from time to time party thereto (collectively, the “Guarantors” and, together with the Borrower, collectively the “Loan Parties” and each a “Loan Party”), the financial institutions party thereto as lenders from time to time (collectively, the “Lenders” and each a “Lender”), the Administrative Agent and PNC Capital Markets LLC, as Sole Lead Arranger and Sole Bookrunner. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. **Grant of Security.** Each Grantor hereby pledges to the Administrative Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Administrative Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, wherever located, whether now owned or hereafter acquired by the undersigned (the “**Collateral**”):

(i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the “**Patent Collateral**”);

(ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “**Trademark Collateral**”);

(iii) all Copyrights, whether registered or unregistered, and exclusive licenses to Copyrights, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “**Copyright Collateral**”);

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by

international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi) or elsewhere in the Loan Documents, the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

Section 2. **Security for Obligations.** The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit Agreement (as such Credit Agreement may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. **Recordation.** Each Grantor authorizes and requests that each of the Register of Copyrights of the United States Copyright Office, the Commissioner for Patents of the United States Patent and Trademark Office (the “PTO”) and the Commissioner for Trademarks of the PTO, or the equivalent official in an applicable jurisdiction outside the United States, record this IP Security Agreement.

Section 4. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of 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.

Section 5. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

Section 6. **Governing Law; Jurisdiction; Etc.**

(a) THIS IP SECURITY AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF

THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) Any judicial proceeding brought by any Grantor with respect to this IP Security Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this IP Security Agreement, each Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this IP Security Agreement.

(c) Any judicial proceeding brought by any party hereto against any Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this IP Security Agreement or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York.

(d) Each party hereto irrevocably consents to service of process in the manner provided for in Section 16.1 of the Credit Agreement. Nothing in this IP Security Agreement will affect the right of any Agent or Lender to serve process in any other manner permitted by Applicable Law or shall limit the right of any Agent or Lender to bring proceedings against any Grantor in the courts of any other jurisdiction.


(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, COUNTERCLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS IP SECURITY AGREEMENT, ANY OTHER DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, ANY OTHER DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, COUNTERCLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signatures to Follow on Separate Page]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

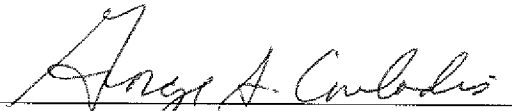
AGOURA HEALTH PRODUCTS, LLC
ALTERN MARKETING, LLC
BEVERLY HILLS MD, LLC
CALI PET NUTRIENTS, LLC
CALIFORNIA GENIUS PARTNERS, LLC
CALIFORNIA PET PARTNERS, LLC
CALIFORNIA SKIN PRODUCTS, LLC
CALIFORNIA SLIMMING, LLC
CITY BEAUTY, LLC
DSMB PARTNERS, LLC
HD WELLNESS, LLC
LIVING CELL RESEARCH, LLC
ONE TWO COSMETICS, LLC
PACIFIC HEALTH SUPPLEMENTS, LLC
PROBIOTIC AMERICA, LLC
REJUVENATING HAIR SCIENCES, LLC
WHOLE BODY RESEARCH, LLC
WISCONSIN SUPPLEMENTS LLC

By: _____


Name: Seth Halio

Title: Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: George Couladis
Title: Senior Vice President

SCHEDULE A – PATENTS

REGISTERED PATENTS AND DESIGN PATENTS

<u>Owner</u>	<u>Title</u>	<u>Date Granted</u>	<u>Patent No.</u>
One Two Cosmetics, LLC	Non-Adhesive False Eyelash System and Method	7/16/15	10,149,506
	Prosthetic Eyelash	4/6/15	D790,771
	False Eye Lash (Hague Convention)	4/1/16	D813,461

PATENT AND DESIGN PATENT APPLICATIONS

<u>Title</u>	<u>Date Filed</u>	<u>Application No.</u>
None		

SCHEDULE B – TRADEMARKS

TRADEMARK REGISTRATIONS

Owner	Trademark	Registration No.	Registration Date
Agoura Health Products, LLC	GUNDRY MD™	5683887	4/12/18
	GUNDRY MD™(Australia)	1971424	10/11/18
	GUNDRY MD™(China)	33961512	10/11/18
	GUNDRY MD™(China)	33961513	10/11/18
	GUNDRY MD™(India)	4007633	10/11/18
	GUNDRY MD™(New Zealand)	1107886	10/11/18
	Gundry MD Logo™	5702791	8/7/18
	Gundry MD Logo™ Australia	2001013(AU)	2/7/19
	Gundry MD Logo™ New Zealand	1117763(NZ)	2/7/19
Altern Marketing, LLC	Lawrence Supplements®	4900832	5/27/15
	PHGH	4424559	10/29/13
Beverly Hills MD, LLC	Beverly Hills MD®	5034341	6/4/15
	Beverly Hills MD®(China)	24465296A	6/5/17
City Beauty, LLC	City Beauty®	5406491	7/13/17
	City Lips®	4546666	8/6/13
	City Lash®	4236993	3/15/12
DSMB Partners, LLC	ActivatedYou™	5781039	11/15/18
Living Cell Research, LLC	Midogen®	4884696	4/23/15
	Cerastim®	4712265	8/15/14
One Two Cosmetics, LLC	One Two Cosmetics®	5070064	12/01/15
	Making Beauty Effortless®	5070065	12/01/15
	One Two Cosmetics (logo)®	5070169	1/21/16

Owner	Trademark	Registration No.	Registration Date
	One Two Lash®	5070193	1/27/16
	One Two Wash®	5359259	5/11/17
	Lashes in One Two®	5520713	5/12/17
	ONE TWO VANISH®	5521033	8/8/17
	One Two Cosmetics (logo, EU)	017132606	8/23/17
	One Two Cosmetics (word, EU)	017132614	8/23/17
	One Two Cosmetics (Japan)	1375051	10/2/2017
	One Two Lash (EU)	017132598	8/23/17
	One Two Lash (Japan)	1375048	10/2/2017
Pacific Health Supplements, LLC	Nucific®	4885399	6/5/15
Probiotic America, LLC	Probiotic America™	5735874	11/13/2018
	Perfect Digest®	4898069	6/5/15
	PerfectBiotics®	4755564	3/31/15
Whole Body Research, LLC	Joint Stimuflex	4895006	6/5/15
	Joint Stimuflex®	4895006	6/5/15
	Keybiotics	4592628	1/24/14
	KeyDigest®	4881607	7/12/15
	Whole Body Research®	4904358	6/5/15

TRADEMARK APPLICATIONS

Owner	Trademark	Registration No.	Registration Date
Agoura Health Products, LLC	Die Young at a Ripe Old Age	88-455457 – serial number	5/31/19
	Gundry MD Logo™	88178605 – serial number	11/1/18
	GUNDRY MD™	88-178191-serial number	11/1/18
	GUNDRY MD™(Canada)	1924776-serial number	10/11/18

Owner	Trademark	Registration No.	Registration Date
	GUNDRY MD™(EU)	1434732 – serial number	10/11/18
	GUNDRY MD™(Japan)	1434732-serial number	10/11/18
	GUNDRY MD™(Mexico)	1434732-serial number	10/11/18
	GUNDRY MD™(S. Korea)	1434732-serial number	10/11/18
	The Road to Health is Paved with Good Intestines	88-455451 – serial number	5/31/19
	Vital Reds	88-409066 – serial number	4/30/19
Altern Marketing, LLC	PHGH	85-840423 – serial number	N/A
Beverly Hills MD, LLC	Beverly Hills MD®(China)	24465296-serial number	6/5/17
Cali Pet Nutrients, LLC, DBA Ultimate Pet Nutrition	Miscellaneous Design	88-472044 – serial number	6/13/19
	Miscellaneous Design	88-472018 – serial number	6/13/19
	Ultimate Pet Nutrition	88-455443 – serial number	5/31/19
California Genius Partners LLC, DBA Constellation Nutrition	Constellation Nutrition	88-514783 – serial number	7/1/19
California Pet Partners, LLC	Dr. Marty (China)	33961511-serial number	10/11/18
	Dr. Marty holding dog (Logo)	88274683-serial number	1/24/19
	Nature's Feast	88454788 – serial number	5/31/19
California Skin Products, LLC	DermalMedix™	88454700-serial number	5/31/2019
HD Wellness, LLC	Unity Health Labs	88515039 – serial number	7/15/19

Owner	Trademark	Registration No.	Registration Date
One Two Cosmetics, LLC	One Two Cocomelt™	88409124 – serial number	4/30/19
	One Two Cosmetics (China)	G1375051-serial number	06/19/17
	One Two Lash (China)	G1375048-serial number	6/1/17
Pacific Health Supplements, LLC	Bio-X4	88-409242 – serial number	4/30/19
	Nucific Logo™	88161851 – serial number	10/19/18
Whole Body Research, LLC	Miscellaneous Design	88-409192 – serial number	4/30/19

SCHEDULE C – COPYRIGHTS

REGISTERED COPYRIGHTS

Owner	Copyright	Registration Date	Registration No.
Agoura Health Products, LLC	Chocolate MD	1/12/18	TX0008530132; PA0002097920
	Gundry MD Logo	3/12/19	VA0002148489
	Heart Defense	1/10/18	TX0008530137
	PrebioClear	1/12/18	TX0008524265;
		1/16/18	PA0002097919
	Total Restore	1/10/18	TX0008524152
	Vital Reds Energy	2/13/18	TX0008538722; PA0002105620
Beverly Hills MD, LLC	Crepe Correcting Body Complex	5/24/2017	PA0002034899
	Deep Wrinkle Filler	11/1/17	TX0008478273; PA0002086242
	Dermal Repair Complex	3/13/17	TX0008379158; PA0002050639
	Resurface and Restore	4/26/17	TX0008393390; PA0002091291
	Clarity Complete	3/15/17	TX0008381554; PA0002051157
Cali Pet Nutrients, LLC	Ultimate Pet Nutrition Nutra Thrive Video Sales Letter	4/23/19	TX0008737775
California Pet Partners, LLC	Brand logo (cat)	1/8/19	VA0002153749
	Brand logo (dog)	1/4/19	VA0002152455
California Skin Products, LLC	FootMedix	4/26/17	TX0008393364; PA0002080499
California Slimming, LLC	ThermaSpice	1/10/18	TX0008525279; PA0002097917
DSMB Partners, LLC	Advanced Restoration Probiotic	4/26/17	TX0008393392; PA0002091294
	Morning Complete	11/1/17	TX0008478372; PA0002086240
Living Cell Research, LLC	Active Stem	2/27/18	TX0008539720; PA0002124661
	ActivePK	2/27/18	TX0008542450;

			PA0002125525
	Omnicell	2/27/18	TX0008539718; PA0002129651
	QL-5	2/27/18	TX0008539719; PA0002125532
One Two Cosmetics, LLC	Accent Lash	7/19/17	VA0002104364
	Accent Lash in Box	7/19/17	VA0002104440
	Accent Lash in Box with Insert	7/19/17	VA0002090052
	Bold Lash	7/19/17	VA0002090049
	Bold Lash in Box	7/19/17	VA0002090046
	Filler Lash	7/19/17	VA0002090058
	Filler Lash in Box	7/19/17	VA0002090060
	One Two Wash	7/19/17	VA0002097125
	Original Lash	7/19/17	VA0002090051
	Original Lash - New Box Insert	8/8/17	VA0002091649
	Original Lash in Box	7/19/17	VA0002090062
	Original Lash in Box with New Insert	8/8/17	VA0002091662
Pacific Health Supplements, LLC	Beef Bone Broth	2/27/18	TX0008539715; PA0002104132
		3/9/18	
	Bio-X4	2/13/18	TX0008538726
	Deep Cell Activator	4/26/17	TX0008393362; PA0002091296
Probiotic America, LLC	Perfect Biotics	2/13/18	TX0008538724
Rejuvenating Hair Sciences, LLC	Revitalizing Hair Therapy	2/27/18	TX0008539716; PA0002104129
Whole Body Research, LLC	KeyBiotics	3/9/18	TX0008539721; PA0002125526
Wisconsin Supplements LLC	Advanced Probiotics	2/27/18	TX0008539717; PA0002104128

COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Filing Date</u>	<u>Application No.</u>
None		