

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547248

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B.F. Ascher & Company, Inc.		10/24/2019	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	Country Club Bank		
Street Address:	2001 Shawnee Mission Parkway		
City:	Mission Woods		
State/Country:	KANSAS		
Postal Code:	66205		
Entity Type:	Bank and Trust Company: MISSOURI		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1560458	ITCH-X	
Registration Number:	4490664	AYR ... HELPS YOU BREATHE BETTER	
Registration Number:	0891499	ORNEX	
Registration Number:	0896775	BENZEDREX	
Registration Number:	1154468	ANASPAZ	
Registration Number:	0915607	BENZEDREX	
Registration Number:	0782305		
Registration Number:	1327966	CONGESTAC	
Registration Number:	1410068	PENKERA	
Registration Number:	3231408		
Registration Number:	1083105	PRETTY FEET AND HANDS	
Registration Number:	3527354	AYR	
Registration Number:	2205737	MOBISYL	
Registration Number:	0406720	NEO-SYNEPHRINE	
CORRESPONDENCE DATA			
Fax Number:	8164121263		
<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:	8168428600		

CH \$365.00 1560458

Email: cynthia.maust@stinson.com
Correspondent Name: Stinson LLP
Address Line 1: 1201 Walnut Street, Suite 2900
Address Line 2: Cynthia Maust, Paralegal
Address Line 4: Kansas City, MISSOURI 64106-2150

ATTORNEY DOCKET NUMBER: 0501081.0077

NAME OF SUBMITTER: Cynthia Maust

SIGNATURE: /Cynthia Maust/

DATE SIGNED: 10/30/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Trademark Security Agreement"), is made as of October 24, 2019, by and among B.F. ASCHER & COMPANY, INC., a Kansas corporation (the "Borrower") and, together with any and all Subsidiaries that become parties hereto pursuant to Section 6.1(s) of the Credit Agreement, the "Grantors"), and COUNTRY CLUB BANK, a Missouri bank and trust company (the "Bank").

Preliminary Statements

(a) The Borrower has entered into a Credit Agreement, dated on or about the date hereof, with the Bank (as amended, renewed, restated, replaced or otherwise modified from time to time, the "Credit Agreement"), pursuant to which, and subject to the terms and conditions thereof, the Bank has agreed to extend credit to or for the benefit of the Borrower.

(b) As a condition precedent to the Bank's obligation to extend credit to or for the benefit of the Borrower, the Grantors have entered into a Security Agreement, dated on or about the date hereof, with the Bank (as amended, renewed, restated, replaced or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantors have granted to the Bank a security interest in, among other property, intellectual property of the Grantors, and the Grantors have agreed to execute and deliver this Trademark Security Agreement for recording with applicable governmental authorities, including the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Bank a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Bank.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Bank with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Governing Law. This Trademark Security Agreement shall be governed by the laws of the State of Kansas without regard to any choice of law rule thereof which gives effect to the laws of any other jurisdiction, except to the extent the laws of any other jurisdiction shall govern the perfection, the effect of perfection or nonperfection, or the priority of any security interests created under this Trademark Security Agreement.

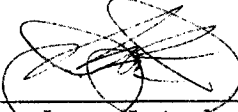
5. Miscellaneous. No waiver of any provision of this Trademark Security Agreement nor consent to any departure by any Grantor herefrom shall be effective unless the same shall be in writing and signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. The section headings herein are solely for convenience and shall not be deemed to limit or otherwise affect the meaning or scope of any part of this Trademark Security Agreement. This document shall be construed without regard to any presumption or rule requiring construction against the party causing such document or any portion thereof to be drafted. If any provision of this Trademark Security Agreement shall be unlawful, then such provision shall be null and void, but the remainder of this Trademark Security Agreement shall remain in full force and effect and be binding on the parties. This Trademark Security Agreement shall be binding upon the successors and assigns of the parties, except that no Grantor may assign any of its duties hereunder without obtaining the Bank's prior written consent, which consent may be withheld or conditioned in the Bank's sole and absolute discretion. The Bank may assign any of the Bank's rights under this Trademark Security Agreement without the consent of the Grantors. This Trademark Security Agreement may be validly executed and delivered by fax, e-mail or other means and by use of multiple counterpart signature pages.


[signature page(s) to follow]

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

GRANTOR:

**B.F. ASCHER & COMPANY, INC.,
a Kansas corporation**

By: 
Name: James J. Ascher, Jr.
Title: President

By: 
Name: Christopher B. Ascher
Title: President

AGREED TO AND ACCEPTED:

BANK:

COUNTRY CLUB BANK

By: _____
Name: Linda J. Cole
Title: Executive Vice President

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

GRANTOR:

**B.F. ASCHER & COMPANY, INC.,
a Kansas corporation**

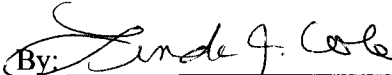
By: _____
Name: James J. Ascher, Jr.
Title: President

By: _____
Name: Christopher B. Ascher
Title: President

AGREED TO AND ACCEPTED:

BANK:

COUNTRY CLUB BANK

By:  _____
Name: Linda J. Cole
Title: Executive Vice President

SCHEDULE 1
TRADEMARKS

Trademark Registrations

Country	Trademark	Reg. No.	Record Owner
United States	ITCH-X	1,560,458	B.F. Ascher & Company, Inc.
United States	AYR...HELPS YOU BREATHE BETTER	4,490,664	B.F. Ascher & Company, Inc.
United States	ORNEX	891,499	B.F. Ascher & Company, Inc.
United States	BENZEDREX (nasal decong.)	896,775	B.F. Ascher & Company, Inc.
United States	ANASPAZ	1,154,468	B.F. Ascher & Company, Inc.
United States	BENZEDREX (inhaler)	915,607	B.F. Ascher & Company, Inc.
United States	DESIGN (Ascher company logo)	782,305	B.F. Ascher & Company, Inc.
United States	CONGESTAC	1,327,966	B.F. Ascher & Company, Inc.
United States	PENKERA	1,410,068	B.F. Ascher & Company, Inc.
United States	PF&H DESIGN (stylized art)	3,231,408	B.F. Ascher & Company, Inc.
United States	PRETTY FEET AND HANDS	1,083,105	B.F. Ascher & Company, Inc.
United States	AYR	3,527,354	B.F. Ascher & Company, Inc.
United States	MOBISYL	2,205,737	B.F. Ascher & Company, Inc.
United States	NEO-SYNEPHRINE	406720	Foundation Consumer Healthcare, LLC
Canada	NEO-SYNEPHRINE	UCA18444	Foundation Consumer Healthcare, LLC
Puerto Rico	NEO-SYNEPHRINE	16862	Foundation Consumer Healthcare, LLC