

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569916

| | | | |
|---|-------------------------------------|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| True Botanicals, Inc. | | 03/31/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | LAGO Innovation Fund, LLC | | |
| Street Address: | 500 West Madison Street, Suite 1000 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5254552 | TRUE BOTANICALS | |
| Registration Number: | 5181657 | THIS IS SERIOUS LUXURY | |
| Registration Number: | 5245497 | TRANSFORMATIVE RESULTS FOR EVERY SKIN TY | |
| Registration Number: | 5245501 | TRANSFORMATION BEGINS HERE. | |
| Registration Number: | 5309571 | TRUE BOTANICALS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128767934 | | |
| <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: | 3128763122 | | |
| Email: | hope.karmo@dentons.com | | |
| Correspondent Name: | Dentons US LLP c/o Carol Anne Been | | |
| Address Line 1: | P.O. Box #061080 | | |
| Address Line 2: | Wacker Drive Station, Willis Tower | | |
| Address Line 4: | Chicago, ILLINOIS 60606-1080 | | |
| ATTORNEY DOCKET NUMBER: | 15804246-000001 | | |
| NAME OF SUBMITTER: | Carol Anne Been | | |
| SIGNATURE: | /cab13122/ | | |
| DATE SIGNED: | 04/01/2020 | | |

OP \$140.00 5254552

Total Attachments: 3

source=Grant of Security Interest in Trademarks#page1.tif

source=Grant of Security Interest in Trademarks#page2.tif

source=Grant of Security Interest in Trademarks#page3.tif

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

March 31, 2020

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, TRUE BOTANICALS, INC., a Delaware corporation (“Grantor”), having its principal office at 522 Washington Street, San Francisco, CA 94111, hereby grants to LAGO Innovation Fund, LLC, a Delaware limited liability company (“Grantee”), a security interest in (a) all of Grantor’s right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto (collectively, the “Marks”, and each, a “Mark”), (b) the goodwill of the businesses with which each Mark is associated, (c) all claims and causes of action arising prior to or after the date hereof for infringement or dilution of any Mark, unfair competition regarding any Mark or injury to the goodwill associated with any Mark, (d) all of Grantor’s rights corresponding thereto throughout the world and (e) all proceeds and products of each Mark.

This Grant of Security Interest in United States Trademarks (this “Grant”) is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain Loan and Security Agreement among Grantor, Grantee and the other Persons from time to time party thereto, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”). Upon termination of the Loan Agreement, Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor’s request and at Grantor’s expense, an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

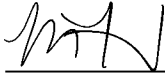
This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Grantee. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals. This Grant is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[Remainder of this page intentionally left blank.]

above. IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date set forth

GRANTOR:

TRUE BOTANICALS, INC.

By:  _____

Name: Meghan Higney

Title: President

Schedule A to Grant of Security Interest in United States Trademarks

| Mark | Registration Number | Registration Date | Expiration Date (unless renewed) |
|---|----------------------------|--------------------------|---|
| TRUE BOTANICALS | 5254552 | 8/1/17 | 8/1/27 |
| THIS IS SERIOUS LUXURY | 5181657 | 4/11/17 | 4/11/27 |
| TRANSFORMATIVE RESULTS FOR EVERY SKIN TYPE. | 5245497 | 7/18/17 | 7/18/27 |
| TRANSFORMATION BEGINS HERE. | 5245501 | 7/18/17 | 7/18/27 |
| TRUE BOTANICALS (stylized and/or with design) | 5309571 | 10/17/17 | 10/17/27 |