

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582453

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QUEST PRODUCTS, LLC		06/19/2020	Limited Liability Company: DELAWARE
ENEMEEZ, LLC		06/19/2020	Limited Liability Company: ARIZONA

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	214 N. Tryon Street, 27th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	2915206	DOCUSOL
Registration Number:	4767977	DOCUSOL KIDS
Registration Number:	4614726	DOCUSOL PLUS
Registration Number:	2716233	ENEMEEZ
Registration Number:	2750865	ENEMEEZ PLUS
Registration Number:	6028681	EXERMELTS
Registration Number:	6028687	SLEEPWELL
Registration Number:	5691129	ALOCANE
Registration Number:	5817698	RENEWING MELTS
Registration Number:	5718245	SUNBURNT
Registration Number:	5718246	SUN BURNT
Registration Number:	5778936	SUNBURNT
Registration Number:	5466510	SUN BURNT
Registration Number:	5377882	BLUE GUARD
Registration Number:	5455371	
Registration Number:	5320323	FIRSTDEGREE
Registration Number:	5370954	KINGSTON & GRACE

CH \$1390.00 2915206

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5035006	POWERED BY QUEST Q SECURE TRUSTED SAFE
Registration Number:	5011735	POWERED BY QUEST
Registration Number:	5005023	COPPERFIXX
Registration Number:	5011263	MUCH MORE THAN ALOE
Registration Number:	5018690	BLUE SKY OUTDOOR
Registration Number:	4773060	BEME
Registration Number:	4773048	BEME
Registration Number:	4759770	IHAWK
Registration Number:	4757369	H-B12
Registration Number:	4665936	ORAPATCH
Registration Number:	4528869	PROVENT EAROIL
Registration Number:	4441400	VITALPAK
Registration Number:	4350307	ORACOAT
Registration Number:	4495764	XYLIGEL
Registration Number:	4390957	GUARDIAN FOR MEN
Registration Number:	4332032	GUARDIAN
Registration Number:	4079618	PROVENT
Registration Number:	3930325	CARDIO CHEWS
Registration Number:	3965515	DRUGHAWK
Registration Number:	4024083	ENERGY MELTS
Registration Number:	3741416	SUNBURNT
Registration Number:	4237982	FRESH MELTS
Registration Number:	3612217	DIETCHEK
Registration Number:	3641069	CLINERE
Registration Number:	3456467	XYLIMELTS
Registration Number:	3263372	FIRSTDEGREE
Registration Number:	3146586	XYLIGUM
Registration Number:	3146587	XYLIMINTS
Registration Number:	2939977	ALCOHAWK
Registration Number:	2856367	CANKERMELTS
Registration Number:	2832597	ORAHEALTH
Serial Number:	87340299	NEUREVAC
Serial Number:	87340262	HYDROLEXAN
Serial Number:	87340352	ZINTHOLINE
Serial Number:	88850143	RELIEFMELTS
Serial Number:	88850212	HEALINGMELTS
Serial Number:	88836363	BREATHWELL
Serial Number:	87354459	XYLISPRAY

CORRESPONDENCE DATA**Fax Number:** 2149813400*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:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP**Address Line 2:** 2021 McKinney Ave., Suite 2000**Address Line 4:** Dallas, TEXAS 75201**ATTORNEY DOCKET NUMBER:** 98924-30020**NAME OF SUBMITTER:** Dusan Clark**SIGNATURE:** /Dusan Clark/**DATE SIGNED:** 06/22/2020**Total Attachments: 7**

source=Quest - Trademark Security Agreement (Executed) v2#page1.tif

source=Quest - Trademark Security Agreement (Executed) v2#page2.tif

source=Quest - Trademark Security Agreement (Executed) v2#page3.tif

source=Quest - Trademark Security Agreement (Executed) v2#page4.tif

source=Quest - Trademark Security Agreement (Executed) v2#page5.tif

source=Quest - Trademark Security Agreement (Executed) v2#page6.tif

source=Quest - Trademark Security Agreement (Executed) v2#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 19, 2020, is made by QUEST PRODUCTS, LLC, a Delaware limited liability company and ENEMEEZ, LLC, an Arizona limited liability company (each a “Grantor”, and collectively, the “Grantors”), in favor of U.S. BANK NATIONAL ASSOCIATION, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among QUEST PRODUCTS, LLC, a Delaware limited liability company (together with its successors and permitted assigns, “QP LLC”), ORAHEALTH LLC, a Washington limited liability company (together with its successors and permitted assigns, “OraHealth”; and together with QP LLC, each, individually, a “Borrower” and collectively, the “Borrowers”), QUEST CONSUMER HEALTH HOLDINGS, LLC, a Delaware limited liability company (together with its successors and permitted assigns, “Holdings”) as a guarantor, the other guarantors listed on the signature pages hereto (together with Holdings, the “Guarantors”), and any other direct and indirect subsidiaries of Holdings from time to time hereafter made parties thereto in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for the Secured Parties, the Lenders have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a party to the Security Agreement (as defined in the Credit Agreement) pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of each Grantor, hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of each such Grantor (the “Trademark Collateral”):

- (a) all of its United States trademark registrations and applications, including, without limitation, those referred to on Schedule 7(c)(i) to the Perfection Certificate;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover

at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

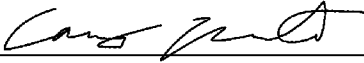
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents. In the event of a conflict between the terms and conditions of this Trademark Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

QUEST PRODUCTS, LLC
ENEMEEZ, LLC
as Grantors

By: 
Name: Anders Rosenquist
Title: Vice President

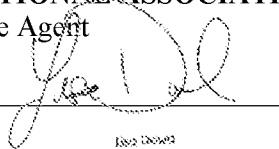
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006976 FRAME: 0634

ACCEPTED AND AGREED
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION
as Administrative Agent

By: _____
Name: _____
Title: _____





Leo Dosez
Vice President



[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006976 FRAME: 0635

Schedule 7(c)(i)

U.S. Registered Trademarks and Trademark Applications

Trademark	Registration Number	Registration Date	Owner Name
DOCUSOL	2915206	12/28/2004	Enemeez, Inc.
DOCUSOL KIDS	4767977	07/07/2015	Enemeez, Inc.
DOCUSOL PLUS	4614726	09/30/2014	Enemeez, Inc.
ENEMEEZ	2716233	04/13/2003	Enemeez, Inc.
ENEMEEZ PLUS	2750865	08/12/2003	Enemeez, Inc.
EXERMELTS	6028681	04/07/2020	Quest Products, LLC
SLEEPWELL	6028687	04/07/2020	Quest Products, LLC
ALOCANE	5691129	03/05/2019	Quest Products, LLC
RENEWING MELTS	5817698	07/30/2019	Quest Products, LLC
SUNBURNT	5718245	04/02/2019	Quest Products, LLC
SUNBURNT	5718246	04/02/2019	Quest Products, LLC
SUNBURNT	5778936	06/18/2019	Quest Products, LLC
SUN BURNT	5466510	05/08/2018	Quest Products, LLC
BLUE GUARD	5377882	01/16/2018	Quest Products, LLC
<i>Design Only</i>	5455371	04/24/2018	Quest Products, LLC
			
FIRSTDEGREE	5320323	10/31/2017	Quest Products, LLC
KINGSTON & GRACE	5370954	01/02/2018	Quest Products, LLC
POWERED BY QUEST Q SECURE TRUSTED SAFE	5035006	09/06/2016	Quest Products, LLC
			
POWERED BY QUEST	5011735	08/02/2016	Quest Products, LLC
COPPERFIXX	5005023	07/19/2016	Quest Products, LLC
MUCH MORE THAN ALOE	5011263	08/02/2016	Quest Products, LLC

BLUE SKY OUTDOOR	5018690	08/09/2016	Quest Products, LLC
BEME 	4773060	07/14/2015	Quest Products, LLC
BEME	4773048	07/14/2015	Quest Products, LLC
IHAWK	4759770	06/23/2015	Quest Products, LLC
H-B12	4757369	06/16/2015	Quest Products, LLC
ORAPATCH	4665936	01/06/2015	Quest Products, LLC
PROVENT EAROIL	4528869	05/13/2014	Quest Products, LLC
VITALPAK	4441400	11/26/2013	Quest Products, LLC
ORACOAT	4350307	06/11/2013	Quest Products, LLC
XYLIGEL	4495764	03/11/2014	Quest Products, LLC
GUARDIAN FOR MEN 	4390957	08/27/2013	Quest Products, LLC
GUARDIAN	4332032	04/07/2013	Quest Products, LLC
PROVENT	4079618	01/03/2012	Quest Products, LLC
CARDIO CHEWS	3930325	03/08/2011	Quest Products, LLC
DRUGHAWK	3965515	04/24/2011	Quest Products, LLC
ENERGY MELTS	4024083	09/06/2011	Quest Products, LLC
SUNBURNT	3741416	01/19/2010	Quest Products, LLC
FRESH MELTS	4237982	11/06/2012	Quest Products, LLC
DIETCHEK	3612217	04/28/2009	Quest Products, LLC
CLINERE	3641069	06/16/2009	Quest Products, LLC
XYLIMELTS	3456467	07/01/2008	Quest Products, LLC
FIRSTDEGREE	3263372	07/10/2007	Quest Products, LLC
XYLIGUM	3146586	09/19/2006	Quest Products, LLC
XYLIMINTS	3146587	09/19/2006	Quest Products, LLC
ALCOHAWK	2939977	04/12/2005	Quest Products, LLC
CANKERMELTS	2856367	06/22/2004	Quest Products, LLC
ORAHEALTH	2832597	04/13/2004	Quest Products, LLC

Trademark	Application Number	Application Date	Owner Name
NEURREVAC	87340299	02/17/2017	Enemeez, Inc.
HYDROLEXAN	87340262	02/17/2017	Enemeez, Inc.
ZINTHOLINE	87340352	02/17/2017	Enemeez, Inc.
RELIEFMELTS	88850143	03/27/2020	Quest Products, LLC
HEALINGMELTS	88850212	03/27/2020	Quest Products, LLC
BREATHWELL	88836363	03/16/2020	Quest Products, LLC
XYLISPRAY	87354459	03/01/2017	Quest Products, LLC