

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fruit of the Earth, Inc.		06/29/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	88672450	SUN TOWN CITY	
Registration Number:	5710805	SPACOLOGY	
Registration Number:	5692853	ME TIME	
Registration Number:	3118549	ALOE MIST	
Registration Number:	3477888	LUV THAT SUN	
Registration Number:	2447146	HERBAL ALTERNATIVES	
Registration Number:	2193491		
Registration Number:	2177139	BLOCK UP	
Registration Number:	1558736	COOL BLUE	
Registration Number:	1512285	FRUIT OF THE EARTH	
Registration Number:	1521437	FRUIT OF THE EARTH	
Registration Number:	1522299	FRUIT OF THE EARTH	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		

OP \$315.00 88672450

Correspondent Name: Timothy D. Pecsénye (074658-20039 ND)
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-20039

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 07/01/2020

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 29th day of June, 2020, by FRUIT OF THE EARTH, INC., a Delaware corporation (“Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantor (together with any Person joined thereto from time to time as a borrower, collectively the “Borrowers”), the lenders from time to time party thereto (the “Lenders”), and PNC Bank, National Association, as agent for Lenders (“Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of Grantor’s United States copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor’s United States patents and patent applications (collectively, “Patents”), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor’s United States trademarks, trademark applications, service marks, trade names, mask works (except for any applications filed in the United States Patent and Trademark Office on the basis of such Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section

1(d) of the Lanham Act (15 U.S.C. 1051, et seq.) to the extent, if any, that, and during the period, if any, in which granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application or of any registration that issues therefrom) (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all IP Collateral registered with the United States Patent and Trademark Office and the United States Copyright Office as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral or remove any expired IP Collateral, as applicable, of Grantor identified by an update to Schedule 5.9 to the Credit Agreement delivered in accordance with Section 9.17 of the Credit Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts

shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[signature page follows]

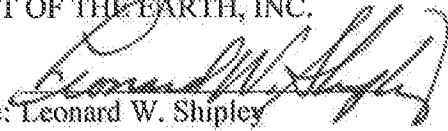
Each of the parties has signed this Agreement as of the day and year first above written.

FRUIT OF THE EARTH, INC.

By:

Name: Leonard W. Shipley

Title: Chief Financial Officer


A handwritten signature in black ink, appearing to read "Leonard W. Shipley", is written over the printed name and extends slightly to the right.


Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 006986 FRAME: 0225

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks:

Mark Name	Owner	Registration Number (App. No.)	Registration Date (App. Date)
SUN TOWN CITY	Fruit of the Earth, Inc.	(88672450)	(10/29/2019)
SPACOLOGY	Fruit of the Earth, Inc.	5710805	3/26/2019
ME TIME	Fruit of the Earth, Inc.	5692853	7/31/2018
ALOE MIST	Fruit of the Earth, Inc.	3118549	7/18/2006
LUV THAT SUN	Fruit of the Earth, Inc.	3477888	7/29/2005
HERBAL ALTERNATIVES	Fruit of the Earth, Inc.	2447146	4/24/2001
	Fruit of the Earth, Inc.	2193491	10/6/1998
BLOCK UP	Fruit of the Earth, Inc.	2177139	7/28/1998
COOL BLUE	Fruit of the Earth, Inc.	1558736	10/3/1989
FRUIT OF THE EARTH	Fruit of the Earth, Inc.	1512285	11/15/1988
FRUIT OF THE EARTH	Fruit of the Earth, Inc.	1521437	1/14/1989

	Fruit of the Earth, Inc.	1522299	1/31/1989
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Patents:

Title	Patent No. (App. No.)	Registration Date (App. Date)	Owner	Status	Open Liens
AUTO- OXIDIZING AEROSOL FOAM HAIR COLOR	16/448,444	6/21/2019	Fruit of the Earth, Inc.	Pending Application	None

Copyrights: None