

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beekman 1802, Inc.		07/03/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Woodforest National Bank		
Street Address:	P.O. Box 7889		
City:	The Woodlands		
State/Country:	TEXAS		
Postal Code:	77387-7889		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Registration Number:	6083763	CULTIVATE A BEAUTIFUL LIFE	
Registration Number:	5900416	UPSTATE NEW YORK BEEKMAN 1802 WELL WATER	
Registration Number:	4470914	BEEKMAN 1802	
Registration Number:	4570579	BEEKMAN 1802	
Registration Number:	4743298	BEEKMAN 1802 "MORTGAGE LIFTER"	
Registration Number:	4742921	B.1802	
Registration Number:	4767709	BEEKMAN 1802 "MORTGAGE LIFTER"	
Registration Number:	4028673	B.1802	
Registration Number:	4905568	THANKSGIVING PANT	
Registration Number:	5031993	BEEKMAN 1802 FARM PANTRY	
Registration Number:	5031994	BEEKMAN 1802 FARM PANTRY	
Registration Number:	5045546	BEEKMAN 1802 FARM PANTRY	
Registration Number:	4213743	BEEKMAN 1802	
Registration Number:	5111211	BEEKMAN 1802 FARMHOUSE	
Registration Number:	5111128	BEEKMAN 1802 FARMHOUSE	
Registration Number:	5111332	BEEKMAN 1802 FARM HOUSE	
Registration Number:	5141424	BEEKMAN 1802	
Registration Number:	5199569	HI NEIGHBOR	
Registration Number:	5199519	BEEKMAN 1802 FARM HOUSE	

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Property Type	Number	Word Mark
Registration Number:	5199574	HI NEIGHBOR
Registration Number:	4356335	BEEKMAN 1802
Registration Number:	4356334	BEEKMAN 1802
Registration Number:	4356333	BEEKMAN 1802
Registration Number:	4356332	BEEKMAN 1802
Registration Number:	4374521	BEEKMAN 1802
Registration Number:	4374342	BEEKMAN 1802
Registration Number:	4402400	BEEKMAN 1802
Registration Number:	5419994	GOAT POOP
Registration Number:	5464413	A SEAT AT THE TABLE
Registration Number:	5555494	HAPPY PLACE
Registration Number:	6007984	CULTIVATE A BEAUTIFUL LIFE
Serial Number:	88585373	SKINVERSITY
Serial Number:	88078004	BIOFECTANT
Serial Number:	88390711	BLOOM CREAM
Serial Number:	88879612	MILK PRIMER
Serial Number:	88879443	MILK BAR
Serial Number:	88886778	MILK MUD
Serial Number:	88897598	DEWY EYED
Serial Number:	86103762	B. 1802

CORRESPONDENCE DATA

Fax Number: 2156894934

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: 215-979-1191

Email: nkmclaughlin@duanemorris.com

Correspondent Name: Nicole K. McLaughlin; DUANE MORRIS LLP

Address Line 1: 30 South 17th Street

Address Line 4: Philadelphia, PENNSYLVANIA 19103-4196

ATTORNEY DOCKET NUMBER: M2453-00013

NAME OF SUBMITTER: Nicole K. McLaughlin

SIGNATURE: /Nicole K. McLaughlin/

DATE SIGNED: 07/10/2020

Total Attachments: 11

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AMENDMENT TO SECURITY AGREEMENT

This Amendment to Security Agreement (this "Amendment"), dated as of July 3, 2020, is made by and among BEEKMAN 1802, INC, a Delaware corporation, whose address is 200 Harborside Drive, 4th Floor, Schenectady, NY 12305 ("Debtor"), and WOODFOREST NATIONAL BANK, a national banking association, whose address is Post Office Box 7889, The Woodlands, Texas 77387-7889, together with its successors and assigns ("Lender").

RECITALS

A. Debtor and Lender are parties to that certain Loan Agreement dated March 9, 2018 between Debtor and Lender ("Original Loan Agreement"), as amended by that certain First Amendment to Loan Agreement and Other Loan Documents dated as of March 14, 2019 ("First Amendment"), as further amended by that certain Second Amendment to Loan Agreement and Other Loan Documents dated as of October 28, 2019 ("Second Amendment"), and as further amended by that certain Third Amendment to Loan Agreement and Other Loan Documents dated as of even date herewith ("Third Amendment"; the Original Loan Agreement, as modified by the First Amendment, Second Amendment and Third Amendment, "Loan Agreement").

B. Debtor and Lender are parties to that certain Security Agreement – Trademarks, Patents and Licenses dated as of March 9, 2018 and recorded with the United States Patent and Trademark Office on April 16, 2018, Reel 6315, Frame 0756 (as previously modified by the First Amendment, Second Amendment and Third Amendment, the "IP Security Agreement").

C. The parties hereto desire to amend the IP Security Agreement on the terms contained herein.

NOW, THEREFORE, in consideration of the premises herein contained, and for other good and valuable consideration (the receipt, sufficiency and adequacy of which are hereby acknowledged), the parties hereto hereby agree as follows:

- 1 Definitions. Terms capitalized herein and not otherwise defined herein shall have the meanings ascribed to such terms in the IP Security Agreement, as amended hereby.
- 2 Amendments to Security Agreement. The IP Security Agreement is hereby amended as follows:
 - 2.1 Schedule A (Federal U.S. Trademarks) to the IP Security Agreement is hereby amended, restated and replaced with Schedule A attached hereto.

2.2 Schedule C (Federal U.S. Licenses) to the IP Security Agreement is hereby amended, restated and replaced with Schedule C attached hereto.

- 3 Reaffirmation. Debtor hereby (a) ratifies, affirms and reaffirms in all respects the IP Security Agreement, including, without limitation, all terms, conditions, representations and covenants therein, (b) acknowledges the continued existence, validity and enforceability of the IP Security Agreement, (c) acknowledges that Lender holds a perfected security interest in the Intellectual Property Collateral to secure the Obligations, and (d) acknowledges and agrees that the security interest granted pursuant to the IP Security Agreement secures all of the Obligations, as defined in the Loan Agreement, and that such Obligations include, without limitation, all obligations of Debtor to Lender arising under that certain Renewed, Amended, Restated and Increased Revolving Promissory Note dated as of even date herewith from Debtor in favor of Lender in the face amount of \$12,000,000.00, as the same may be amended, restated, increased, extended or otherwise modified or replaced from time to time, that certain Term Loan Promissory Note dated March 9, 2018 made by Debtor in favor of Lender in the face amount of \$2,500,000.00, as the same may be amended, restated, increased, extended or otherwise modified or replaced from time to time, and that certain Term Loan Promissory Note dated March 14, 2019 made by Debtor in favor of Lender in the face amount of \$4,000,000.00, as the same may be amended, restated, increased, extended or otherwise modified or replaced from time to time.
- 4 Representations, Warranties, and Covenants. Debtor represents and warrants to Lender that, as of the date hereof (a) Debtor lawfully possesses and owns the Intellectual Property Collateral described on Schedule A and Schedule C attached hereto and that, except for the security interest granted under the IP Security Agreement, as amended by this Amendment, such Intellectual Property Collateral is free from all liens, security interests, claims and encumbrances whatsoever, and (b) Debtor has the corporate power and authority to execute this Amendment and is duly authorized to execute and deliver this Amendment, and the IP Security Agreement, as amended by this Amendment is a legally valid and binding obligation of Debtor, enforceable against Debtor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditor's rights and remedies generally and to general principles of equity. Debtor agrees that all licenses of any of the Intellectual Property Collateral to any third party entered into by Debtor, as licensor, after the date hereof, will contain one or more provisions requiring that such licenses automatically terminate upon a "rejection" of such licenses, pursuant to the Bankruptcy Code, by Debtor in connection with a case under the Bankruptcy Code involving Debtor as a debtor.
- 5 Reference to Security Agreement. Upon the effectiveness of this Amendment, each reference in the IP Security Agreement to "this Agreement," "hereunder,"

“hereof,” “herein” or words of like import shall mean and be a reference to the IP Security Agreement as amended hereby.

- 6 Successors and Assigns. This Agreement binds and benefits each of Debtor and Lender and their respective successors and assigns; provided, however, that Debtor may not assign this Amendment or its rights hereunder without Lender’s prior written consent. Subject to Section 5(n) of the Loan Agreement, Debtor agrees that Lender may, without notifying Debtor, sell, assign or transfer Lender’s rights and obligations under this Amendment, including, without limitation, Lender’s rights and obligations with respect to the Intellectual Property Collateral.
- 7 Severability. Wherever possible, each provision of this Amendment shall be interpreted in such a manner so as to be effective and valid under applicable law, but if any provision of this Amendment is held to be prohibited by or invalid under applicable law, such provision or provisions shall be ineffective only to the extent of such provision and invalidity, without invalidating the remainder of this Amendment. Neither this Amendment nor any uncertainty or ambiguity herein shall be construed or resolved against Lender, whether under any rule of construction or otherwise. On the contrary, this Amendment has been reviewed by all parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto.
- 8 Governing Law. This Amendment shall be delivered and accepted in and shall be deemed to be a contract made under and governed by the internal laws of the State of Florida (but giving effect to federal laws applicable to national banks) applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.
- 9 Counterparts; Severability. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment. Any provision of this Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to Security Agreement to be duly executed and delivered as of the date first above written.

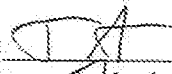
Debtor:

BEEKMAN 1802, INC, a Delaware corporation

By: _____
Name: _____
Title: _____

Lender:

WOODFOREST NATIONAL BANK,
a national banking association

By:  _____
Name: Thomas Angley
Title: VP

IN WITNESS WHEREOF, the undersigned have caused this Amendment to Security Agreement to be duly executed and delivered as of the date first above written.

Debtor:

BEEKMAN 1802, INC, a Delaware corporation

By: 
Name: TOMEL THOMAS
Title: CEO

Lender:

WOODFOREST NATIONAL BANK,
a national banking association

By: _____
Name: _____
Title: _____

Schedule A

Trademarks

Mark	Country	Class	Application Date	Application Number	Registration Date	Registration Number
CULTIVATE A BEAUTIFUL LIFE	United States	35	09/21/2019	88625963	06/23/2020	6083763
UPSTATE BEEKMAN 1802 WELL WATER & design	United States	32	08/20/2019	88101259	11/05/2019	5900416
BEEKMAN 1802	United States	30	02/21/2012	85979817	01/21/2014	4470914
BEEKMAN 1802	United States	30	02/21/2012	85547955	07/22/2014	4570579
SKINVERSITY	United States	44	08/20/2019	88585373		
BIOFECTANT	United States	3	08/14/2018	88078004		
BLOOM CREAM	United States	3	04/17/2019	88390711		
MILK PRIMER	United States	3	04/20/2020	88879612		
MILK BAR	United States	3	04/20/2020	88879443		
MILK MUD	United States	3	04/24/2020	88886778		
DEWY EYED	United States	3	05/01/2020	88897598		
BEEKMAN 1802 "MORTGAGE	United	29	10/06/2014	86415645	05/26/2015	4743298

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LIFTER"	States					
B.1802	United States	3	09/20/2014	86400959	05/26/2015	4742921
BEEKMAN 1802 "MORTGAGE LIFTER"	United States	30	10/06/2014	86415614	07/07/2015	4767709
B.1802	United States	35	02/24/2011	85250861	09/20/2011	4028673
THANKSGIVING PANT	United States	25	10/23/2013	86099396	02/23/2016	4905568
BEEKMAN 1802 FARM PANTRY	United States	30	02/24/2016	86918853	08/30/2016	5031993
BEEKMAN 1802 FARM PANTRY	United States	29	02/24/2016	86918868	08/30/2016	5031994
BEEKMAN 1802 FARM PANTRY	United States	31	02/24/2016	86918875	09/20/2016	5045546
BEEKMAN 1802	United States	31	02/21/2012	85548057	09/25/2012	4213743
BEEKMAN 1802 FARMHOUSE	United States	20	02/09/2016	86902132	12/27/2016	5111211
BEEKMAN 1802 FARMHOUSE	United States	24	12/22/2015	86856926	12/27/2016	5111128
BEEKMAN 1802 FARM HOUSE	United States	11	03/25/2016	86953565	12/27/2016	5111332
BEEKMAN 1802	United States	41	07/07/2016	87096318	02/14/2017	5141424
HI NEIGHBOR	United States	25	10/04/2016	87192170	05/09/2017	5199569
BEEKMAN 1802 FARM HOUSE	United States	27	10/03/2016	87191344	05/09/2017	5199519

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HI NEIGHBOR	United States	16	10/04/2016	87192261	05/09/2017	5199574
BEEKMAN 1802	United States	25	02/20/2012	85547530	06/25/2013	4356335
BEEKMAN 1802	United States	24	02/20/2012	85547502	06/25/2013	4356334
BEEKMAN 1802	United States	21	02/20/2012	85547455	06/25/2013	4356333
BEEKMAN 1802	United States	20	02/20/2012	85547369	06/25/2013	4356332
BEEKMAN 1802	United States	16	02/21/2012	85547884	07/30/2013	4374521
BEEKMAN 1802	United States	35	02/24/2011	85250817	07/30/2013	4374342
BEEKMAN 1802	United States	8	02/21/2012	85548018	09/17/2013	4402400
GOAT POOP	United States	30	07/10/2017	87521791	03/06/2018	5419994
A SEAT AT THE TABLE	United States	41	10/03/2017	87631736	05/08/2018	5464413
HAPPY PLACE	United States	3	02/01/2018	87780244	09/04/2018	5555494
CULTIVATE A BEAUTIFUL LIFE	United States	3	09/19/2019	88624144	03/10/2020	6007984
BEEKMAN 1802	European Union (EUIPO)	3, 29, 30	07/21/2016	015681679	07/24/2019	015681679
BEEKMAN 1802	China (CNIPA)	29	08/09/2016	18125624A	12/26/2016	18125624A

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BEEKMAN 1802	China (CNIPA)	3	08/09/2016	18125625A	12/28/2016	18125625A
BEEKMAN 1802	China (CNIPA)	30	10/22/2015	18125623	02/07/2017	18125623
B. 1802	United States	43	10/28/2013	86103762		
BEEKMAN 1802	Canada (CIPO)	3, 29, 30	07/19/2016	1792027	01/20/2020	1792027
BEEKMAN 1802	OAPI (OAPI)	3			10/27/2016	3201603306
HAPPY PLACE	Canada (CIPO)	3	09/28/2018	1922682		

Schedule B

Patents

None.

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TRADEMARK
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Schedule C

Licenses

1. Brand License Agreement, dated as of January 29, 2018, by and between the Company and Carson Wagonlit Canada, a partnership of CW Travel Canada Ltd. And 152812 Canada Inc.
2. Beekman License Agreement, dated as of October 1, 2014, as amended by that certain Amendment to License Agreement dated as of February 25, 2015, by and between the Company and Marietta Corp.
3. License Agreement, dated as of June 1, 2014, as amended by that certain Amendment to License Agreement dated as of December 29, 2014, by and between the Company and STA Elements, Inc.
4. License Agreement, dated as of October 28, 2016, by and between the Company and LF Centennial Ltd.
5. Agreement, dated as of March 21, 2016, by and between Himatsingka America, Inc., the Company and Target General Merchandise, Inc.
6. Agreement between Brandwise and STA Elements, Inc. , dated December 9, 2014.
7. Agreement by and between Healthy Lifestyle Brands, LLC and STA Elements, Inc., dated September 8, 2017.

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