

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pharmapacks, LLC		07/24/2020	Limited Liability Company: NEW YORK
Greenpharm Ventures LLC		07/24/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn, Floor 12, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88778747	SPLASHE BRANDS	
Serial Number:	88700985	PHARMAPACKS ALL YOUR DAILY NEEDS	
Serial Number:	88699999	SPLASHE	
Serial Number:	88700126	LUXAA	
Registration Number:	5820792	PHARMAPACKS	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		

CH \$140.00 88778747

DATE SIGNED:	07/24/2020
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of July 24, 2020, by and between PHARMAPACKS, LLC, a New York limited liability company and GREENPHARM VENTURES LLC, a Delaware limited liability company (collectively, the “Grantor”), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 24, 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, as a Borrower, Entourage Commerce, LLC, a Delaware limited liability company, the Lenders party thereto, and the Administrative Agent, the Administrative Agent and the other Secured Parties have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Administrative Agent and the other Secured Parties are willing to make such financial accommodations only upon the condition, among others, that the Grantor shall have executed and delivered to the Administrative Agent that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits and any other attachments thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent, on behalf of, and for the ratable benefit of, the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Administrative Agent, on behalf of, and for the ratable benefit of, the Secured Parties, with the United States Patent and Trademark Office;

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, the Grantor hereby agrees as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing,

including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any license with respect to Trademarks;

in each case to the extent not constituting Excluded Assets.

3. **Security for Secured Obligations.** This Trademark Security Agreement and the Security Interest created hereby secures the prompt and complete payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Administrative Agent or any of the other Secured Parties, or any combination of such parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. **Security Agreement.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **Authorization to Supplement.** If the Grantor shall obtain rights to any Trademarks that are not listed on Schedule I hereto, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, to unilaterally modify this Trademark Security Agreement by amending Schedule I hereto to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from the continuing security interest of the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, in any of the Collateral, whether or not listed on Schedule I hereto.

6. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 9.09 AND 9.10 OF THE CREDIT AGREEMENT, AND SUCH**

**PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS
MUTANDIS.**

[Signature Page Follows]

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

GRANTOR:

PHARMAPACKS, LLC

By: 

Name: James Mastronardi Jr.
Title: Chief Financial Officer


GREENPHARM VENTURES LLC

By: 

Name: James Mastronardi Jr.
Title: Treasurer

Acknowledged and agreed:

JPMORGAN CHASE BANK, N.A., as the
Administrative Agent

By: 
Name: John J Lee
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Grantor	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Pharmapacks, LLC	USA	SPLASHE BRANDS	88778747	30-JAN- 2020	N/A
Pharmapacks, LLC	USA	P PHARMAPACKS ALL YOUR DAILY NEEDS	88700985	21-NOV- 2019	N/A
Pharmapacks, LLC	USA	SPLASHE	88699999	20-NOV- 2019	N/A
Pharmapacks, LLC	USA	LUXAA	88700126	20-NOV- 2019	N/A
Pharmapacks, LLC	USA	PHARMAPACKS	5820792	16-JAN- 2019	30-JUL-2019

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