

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Focus Consumer Healthcare, LLC		09/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Commercial Bank		
Street Address:	PO Box 400		
City:	Harrogate		
State/Country:	TENNESSEE		
Postal Code:	37752		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3869217	ADAMIA	
Registration Number:	0595101	BENZODENT	
Registration Number:	1994747	BLUE STAR	
Registration Number:	2046079	BLUE STAR	
Registration Number:	1972070	GARLIQUE	
Registration Number:	0912472	HERPECIN-L	
Registration Number:	2065823	MELATONEX	
Registration Number:	0709866	PAMPRIN	
Registration Number:	1471156	PREMSYN PMS	
Registration Number:	0908769	SUN IN	
Registration Number:	1456006	SUN-IN	
Registration Number:	1197606	ULTRASWIM	
Registration Number:	1681731	ULTRASWIM	
Registration Number:	1574265	ZAPZYT	
Registration Number:	3287294	ACNE PACK	
Serial Number:	88826107	BLOOD PRESSURE'S NATURAL ENEMY	
Registration Number:	2796196	CHOLESTEROL'S NATURAL ENEMY	
Serial Number:	88813494	GARLIQUE HEALTHY BLOOD PRESSURE FORMULA	
Registration Number:	3441590	HL 30	
TRADEMARK			

OP \$490.00 3869217

CORRESPONDENCE DATA**Fax Number:** 6065283289*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:** 606-528-3073**Email:** rlb@brown-hill.com**Correspondent Name:** Brown and Hill, PLLC.**Address Line 1:** 1005 S Main St, Ste 101**Address Line 4:** Corbin, KENTUCKY 40701

NAME OF SUBMITTER:	Robert L. Brown III
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SIGNATURE:	/Robert L. Brown III/
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DATE SIGNED:	09/25/2020
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Total Attachments: 8

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NOTICE OF GRANT OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Intellectual Property Security Agreement dated as of September 22, 2020 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") by and among the borrowers thereto (each a "Borrower" and collectively, the "Borrowers") and Commercial, a Tennessee banking corporation, ("Lender"), the undersigned Borrower has granted to the Lender a continuing security interest in and continuing lien upon, (i) all Trademarks (as defined below), including without limitation, those shown below together with (ii) all of the goodwill and assets of the business symbolized by such Trademarks, and (iii) all Patents (as defined below), including without limitation, those shown below, and (iv) all other Intellectual Property (as defined below), including without limitation without limitation, the web sites and domain name shown below, and (v) all Trade Secrets, including without limitation those shown below, and (vi) all Copyrights (as defined below), including without limitation, those shown below, and (vii) all Proceeds (as defined below) arising from the foregoing, and (viii) all actions for infringement concerning the foregoing including the right to sue for and to recover and retain all damages and profits arising from past, present, or future infringement.

ALL ASSETS of Debtor. Whether now owned or hereafter acquired, and wherever located including, without limitation, the assets include the following:

- (a) All of Debtor's general intangibles whether now owned or hereafter acquired, including, without limitation, payment intangibles, patents, trademarks, trade names, service marks, licenses, good will, permits, franchise agreements and rights, copyrights, technology, know-how, manufacturing processes and product formulations, trade secrets, raw materials specifications, technologies, analytical methods, designs, information, software, processes, permits, licenses, lease rights, management and similar agreements, other intellectual property, and other intangible personal property;

- (b) All of Debtor's copyrights, patents, trademarks, intellectual property, applications, trade secrets, licenses, marks, rights and privileges, inventions and improvements, together with
1. All right and title to ADAMIA, U.S. Registration No. 3,869,217
(Special Note: This Trademark is licensed to Debtor and is not owned by Debtor)
 2. All right and title to BENZODENT, U.S. Registration No. 595,101
 3. All right and title to BENZODENT, Canada Registration No. UCA49940
 4. All right and title to BLUE STAR, U.S. Registration No. 1,994,747
 5. All right and title to BLUE STAR, U.S. Registration No. 2,046,079
 6. All right and title to GARLIQUE, U.S. Registration No. 1,972,070
 7. All right and title to GARLIQUE, United Kingdom Registration No. 3399151
 8. All right and title to HERPECIN-L, U.S. Registration No. 912,472
 9. All right and title to MELATONEX, U.S. Registration No. 2,065,823
 10. All right and title to PAMPRIN, U.S. Registration No. 709,866
 11. All right and title to PAMPRIN Canada Registration No. 234,475
 12. All right and title to PAMPRIN United Kingdom Registration No. 1,088,745
 13. All right and title to PREMSYN PMS, U.S. Registration No. 1,471,156
 14. All right and title to SUN IN, U.S. Registration No. 908,769
 15. All right and title to SUN-IN, U.S. Registration No. 1,456,006

16. All right and title to SUN-IN, Canada Registration No. 171,191
17. All right and title to SUN-IN, Mexico Registration No. 422989
18. All right and title to SUN-IN, United Kingdom Registration No. B1,123,580
19. All right and title to SUN-IN, Pakistan Registration No. (Pending), Serial No. 546190
20. All right and title to SUN-IN, United Arab Emirates Registration No. 321476
21. All right and title to ULTRASWIM, U.S. Registration No. 1,197,606
22. All right and title to ULTRASWIM, U.S. Registration No. 1,681,731
23. All right and title to ULTRASWIM, Canada Registration No. 280,281
24. All right and title to ULTRASWIM, Mexico Registration No. 1080855
25. All right and title to ULTRASWIM / ULTRA SWIM United Kingdom Registration No. 3399138
26. All right and title to ZAPZYT, U.S. Registration No. 1,574,265
27. All right and title to the trademark ZAPZYT Canadian Trademark Registration Number TMA750194
28. All right and title to the trademark ZAPZYT UK Trademark Number UK00001414253
29. All right and title to the trademark ACNE PACK U.S. Trademark Registration Number 3,287,294
30. All right and title to the trademark BLOOD PRESSURE'S NATURAL ENEMY - Application #88826107 (TM);

31. All right and title to the trademark CHOLESTEROL'S NATURAL ENEMY – U.S. Trademark Registration No. 2796196;

32. All right and title to the trademark GARLIQUE HEALTHY BLOOD PRESSURE FORMULA - Application #88813494 (TM);

33. All right and title to the trademark HL 30 U.S. Trademark Registration Number 3,441,590;

- (c) All of Debtor's equipment;
- (d) All of Debtor's fixtures;
- (e) All of Debtor's accounts, without limitation, accounts receivable, health care insurance receivables, amounts due from affiliates, tax refunds, insurance proceeds, and all interest of Debtor in goods with respect to which an account shall have arisen, whether or not the goods have been delivered to the account debtor;
- (f) All of Debtor's chattel paper;
- (g) All of Debtor's inventory;
- (h) All of Debtor's documents, without limitation, whether negotiable or nonnegotiable;
- (i) All of Debtor's investment property and financial assets including, without limitation, all securities, securities accounts, commodity contracts and accounts, and security entitlements whether now owned or hereafter acquired by Debtor;
- (j) All of Debtor's interest in any deposit or other accounts now or hereafter existing including, without limitation, all deposits, cash, or other property of Debtor or in which it has an interest, and all of Debtor's money whether now owned or hereafter acquired;
- (k) All of Debtor's letter of credit rights;
- (l) All of Debtor's supporting obligations;

- (m) All web sites (including, but not limited to, domain names and social media accounts);
- (n) All other goods, personal property (whether tangible or intangible) and fixtures of any nature; and
- (o) All proceeds and products of all of the Assets.

Terms used above (such as "accounts," "inventory," "equipment," "general intangibles," "fixtures," "chattel paper," "documents," "instruments," "investment property," and "proceeds") have the meanings given those terms in the Uniform Commercial Code in effect in Delaware on the date this document is filed of public record.

The security interest in the Trademarks, Patents, Copyrights, Trade Secrets, and other Intellectual Property can be terminated only in accordance with the terms of the Security Agreement.

The grant of security interest in intellectual property includes all assets of Debtor whether now owned or hereafter acquired and wherever located including, without limitation, the following:

All of Borrower's right, title and interest in and to the Intellectual Property now owned or at any time hereafter acquired by Borrower or in which Borrower now has or at any time in the future may acquire any right, title or interest in whether now or hereafter existing including all Proceeds and products of any and all of the Intellectual Property and including specifically, without limitation, the Intellectual Property described below. Capitalized terms have the following meaning:

(a) "Copyrights" means, collectively all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished), all tangible embodiments of the foregoing and all copyright registrations and applications, in each case, whether now owned or existing or hereafter created or acquired by or assigned to Borrower, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to Borrower's use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with

respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof all whether now or hereafter owned or existing.

(b) "Intellectual Property" means, collectively, the Patents, Trademarks (excluding only United States intent-to-use Trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications), Copyrights, Trade Secrets, Intellectual Property Licenses and all other industrial, intangible and intellectual property of any type, including mask works and industrial designs, all whether now owned or existing or hereafter created or acquired by or assigned to Borrower.

(c) "Intellectual Property Licenses" means, collectively, with respect to Borrower; all license and distribution agreements with, and covenants not to sue, any other party with respect to any Patent, Trademark, Copyright or Trade Secret or any other patent, trademark, copyright or trade secret, whether Borrower is a licensor or licensee, distributor or distributee under any such license or distribution agreement, all whether now owned or existing or hereafter created or acquired by or assigned to Borrower, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) other rights to use, exploit or practice any or all of the Patents, Trademarks, Copyrights or Trade Secrets or any other patent, trademark, copyright or trade secret.

(d) "Patents" means, collectively all patents issued or assigned to, and all patent applications and registrations made by, Borrower (whether issued, established or registered or recorded in the United States or any other country or any political subdivision thereof) and all tangible embodiments of the foregoing, all whether now existing or hereafter created or organized, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to such Borrower's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world

and (vi) rights to sue for past, present or future infringements thereof, all whether now owned or existing or hereafter created or acquired by or assigned to Borrower.

(e) "Proceeds" means "proceeds," as such term is defined in the Uniform Commercial Code on the date this Financing Statement is filed and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Borrower, from time to time with respect to any of the Intellectual Property or Intellectual Property Licenses, (b) all payments (in any form whatsoever) paid or payable to Borrower from time to time in connection with any taking of all or any part of the Intellectual Property or Intellectual Property Licenses by any governmental authority or any person acting under color of governmental authority), (c) all judgments in favor of Borrower in respect of the Intellectual Property or Intellectual Property Licenses and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Intellectual Property or Intellectual Property Licenses.

(f) "Trade Secrets" means, collectively, with respect to Borrower, all know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, technical, marketing, financial and business data and databases, pricing and cost information, business and marketing plans, customer and supplier lists and information, all other confidential and proprietary information and all tangible embodiments of the foregoing, all whether now owned or existing or hereafter created or acquired by or assigned to Borrower, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to such trade secrets, (ii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto including damages and payments for past, present or future misappropriations thereof, (iii) rights corresponding thereto throughout the world and (iv) rights to sue for past, present or future misappropriations thereof, all whether now owned or existing or hereafter created or acquired by or assigned to Borrower.

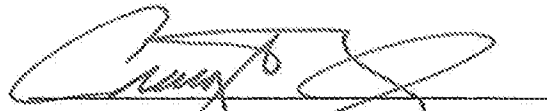
(g) "Trademarks" means, collectively, with respect to Borrower, all trademarks (including service marks), slogans, logos, symbols, certification marks, collective marks, trade dress, uniform resource locators (URL's), domain names, corporate names and trade names, whether statutory or common law, whether registered or unregistered and whether established or registered in the United States or any other country or any political subdivision thereof, all whether now owned or existing or hereafter created or acquired by or assigned to Borrower, all registrations and applications for the foregoing and all tangible embodiments of the foregoing, all whether now or hereafter existing, together with, in each case, the goodwill symbolized thereby and any and all (i) rights

and privileges arising under applicable law and international treaties and conventions with respect to Borrower's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof, all whether now owned or existing or hereafter created or acquired by or assigned to Borrower.

Sincerely,

FOCUS CONSUMER HEALTHCARE, LLC

BY:


Craig Taylor, Secretary/CFO

ACKNOWLEDGED AND ACCEPTED:

COMMERCIAL BANK

BY:


Melissa Sage, Senior Vice President