

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM600670

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FOUNDATION CONSUMER BRANDS, LLC		10/01/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CERBERUS BUSINESS FINANCE AGENCY, LLC as collateral agent		
<b>Street Address:</b>	875 Third Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76367070	ALAVERT	
<b>Serial Number:</b>	73218985	ANBESOL	
<b>Serial Number:</b>	71353283	ANBESOL	
<b>Serial Number:</b>	76046948	ANBESOL JR.	
<b>Serial Number:</b>	78961893	BREATHE RIGHT	
<b>Serial Number:</b>	78695504	BREATHE BETTER. SLEEP BETTER.	
<b>Serial Number:</b>	87930978	THE COUGH MEDICINE THAT LET'S YOU BOTH B	
<b>Serial Number:</b>	88125206	COLDS BEWARE.	
<b>Serial Number:</b>	88252248		
<b>Serial Number:</b>	88369503	EXTENTABS	
<b>Serial Number:</b>	72081439	DIMETAPP	
<b>Serial Number:</b>	74335928	DIMETAPP	
<b>Serial Number:</b>	72061349	DRISTAN	
<b>Serial Number:</b>	72431258	DRISTAN	
<b>Serial Number:</b>	72007408	DRISTAN	
<b>Serial Number:</b>	73604111	FIBERCON	
<b>Serial Number:</b>	78555920		
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 76367070

**Fax Number:** 2125935955

***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:** 212-756-2132

**Email:** scott.kareff@srz.com

**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP

**Address Line 1:** 919 Third Avenue

**Address Line 2:** 25th Floor

**Address Line 4:** New York, NEW YORK 10022

<b>NAME OF SUBMITTER:</b>	Scott Kareff (014951.1971)
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<b>SIGNATURE:</b>	/rr for sk/
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<b>DATE SIGNED:</b>	10/01/2020
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**Total Attachments: 7**

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## Trademark Security Agreement

This **Trademark Security Agreement** (this “Trademark Security Agreement”), dated as of October 1, 2020, made by FOUNDATION CONSUMER BRANDS, LLC, a Delaware limited liability company (the “Grantor”), in favor of CERBERUS BUSINESS FINANCE AGENCY, LLC, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below) and as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the “Administrative Agent”).

### W I T N E S S E T H:

WHEREAS, the Grantor is party to the Guarantee and Collateral Agreement, dated as of October 1, 2020 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Collateral Agent hereby agree as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, initially capitalized terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

**Grant of Security Interest in Trademark Collateral.** As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the following property (wherever located), whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) Trademarks, including those listed on Schedule I attached hereto;
- (b) Trademark Licenses, including those listed on Schedule I attached hereto; and
- (c) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Trademark Security Agreement, no security interest is or will be granted pursuant to this Trademark Security Agreement in any right, title or interest of the Grantor under or in, and the term “Trademark Collateral” shall not include, any Excluded Assets (including, for the avoidance of doubt, “intent to use” applications for trademark or service mark

registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted, at which point the provisions of this Trademark Security Agreement shall automatically apply thereto).

Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control

Termination. At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than any Obligations owing to a Non-Lender Secured Party and contingent obligations for which no claim has been made) then due and owing shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (except for Letters of Credit that have been cash collateralized or otherwise provided for in a manner reasonably satisfactory to the relevant Issuing Bank), all Trademark Collateral shall be automatically released from the Liens created hereby, and this Trademark Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and the Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request and sole expense of the Grantor following any such termination, the Collateral Agent shall deliver to the Grantor any Trademark Collateral held by the Collateral Agent hereunder, and the Collateral Agent and the Administrative Agent shall execute and deliver to the Grantor such documents (including without limitation UCC termination statements) as the Grantor shall reasonably request to evidence such termination.

Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. **Subsections 9.11, 9.12 and 9.14 of the Guarantee and Collateral Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

FOUNDATION CONSUMER BRANDS,  
LLC, as Grantor

By: William Woo  
Name: William Woo  
Title: Vice President

Accepted and Agreed:  
CERBERUS BUSINESS FINANCE  
AGENCY, LLC  
as Collateral Agent


By:  \_\_\_\_\_


Name: Daniel E. Wolf

Title: Chief Executive Officer


**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**UNITED STATES TRADEMARK REGISTRATIONS AND UNITED STATES TRADEMARK APPLICATIONS**

**United States Trademark Registrations and Applications**

#	Brand	Market	Mark Name	Mark Image	Class Description	Application Number	Filed Date	Registration Number	Registration Date	Status	Owner
1	ALAVERT	United States of America	ALAVERT		5 - PHARMACEUTICAL PREPARATIONS, NAMELY ALLERGY RELIEF AND ANTIHISTAMINE PREPARATIONS	76367070	05 Feb 2002	2835071	20 Apr 2004	Registered	Foundation Consumer Brands, LLC
2	ANBESOL	United States of America	ANBESOL		5 - ANTISEPTIC AND ANESTHETIC PREPARATION	73/218985	08 Jun 1979	1154463	19 May 1981	Registered	Foundation Consumer Brands, LLC
3	ANBESOL	United States of America	ANBESOL AND DESIGN		5 - LIQUID ANTISEPTIC AND ANESTHETIC	71353283	28 Jun 1934	0319723	04 Dec 1934	Registered	Foundation Consumer Brands, LLC
4	ANBESOL	United States of America	ANBESOL, JR.		5 - ANTISEPTIC AND ANESTHETIC PREPARATIONS	76046948	11 May 2000	2632615	08 Oct 2002	Registered	Foundation Consumer Brands, LLC
5	BREATH E RIGHT	United States of America	BREATHE RIGHT		10 - External nasal dilator	78961893	28 Aug 2006	3258606	03 Jul 2007	Registered	Foundation Consumer Brands, LLC
6	BREATH E RIGHT	United States of America	BREATHE BETTER. SLEEP BETTER.		10 - External nasal dilator	78695504	18 Aug 2005	3450936	17 Jun 2008	Registered	Foundation Consumer Brands, LLC

#	Brand	Market	Mark Name	Mark Image	Class Description	Application Number	Filed Date	Registration Number	Registration Date	Status	Owner
7	DIMETA PP	United States of America	THE COLD MEDICINE THAT LETS YOU BOTH BREATHE EASIER		5 - PHARMACEUTICAL PREPARATION FOR THE TREATMENT OF COLDS, COUGHS, PAIN AND FLU; DECONGESTANT ANTIHISTAMINE PHARMACEUTICAL PREPARATION	87930978	22 May 2018	N/A	N/A	Pending (ITU)	Foundation Consumer Brands, LLC
8	DIMETA PP	United States of America	COLDS BEWARE.		5 - Pharmaceutical preparations for the treatment of pain, fevers, coughs, cold and flu symptoms	88125206	20 Sep 2018	N/A	N/A	Pending (ITU)	Foundation Consumer Brands, LLC
9	DIMETA PP	United States of America	Dimetapp Packaging (Elderberry supplement)		5 - Dietary and nutritional supplements; vitamins	88252248	07 Jan 2019	N/A	N/A	Pending (ITU)	Foundation Consumer Brands, LLC
10	DIMETA PP	United States of America	EXTENTABS		5 - Cough, cold and flu treatment preparations	88369503	03 Apr 2019	N/A	N/A	Abandoned (09/28/2020)	Foundation Consumer Brands, LLC
11	DIMETA PP	United States of America	DIMETAPP		5 - DECONGESTANT ANTIHISTAMINE MEDICINAL PREPARATION	72/081439	17 Sep 1959	0700821	12 Jul 1960	Registered	Foundation Consumer Brands, LLC
12	DIMETA PP	United States of America	DIMETAPP		5 - PHARMACEUTICAL PREPARATION; NAMELY, DECONGESTANT & ANALGESIC	74335928	02 Dec 1992	1783830	27 Jul 1993	Registered	Foundation Consumer Brands, LLC



#	Brand	Market	Mark Name	Mark Image	Class Description	Application Number	Filed Date	Registration Number	Registration Date	Status	Owner
13	DRISTA N	United States of America	DRISTAN		5 - MEDICINAL PREPARATION FOR THE SYMPTOMATIC TREATMENT OF RESPIRATORY ALLMENTS SAID MEDICAMENTS FOR THE RELIEF OF NASAL AND HEAD CONGESTION	72061349	27 Oct 1958	0682786	04 Aug 1959	Registered	Foundation Consumer Brands, LLC
14	DRISTA N	United States of America	DRISTAN		5 - PREPARATION FOR THE RELIEF OF ALLERGIES	72431258	31 Jul 1972	0965936	14 Aug 1973	Registered	Foundation Consumer Brands, LLC
15	DRISTA N	United States of America	DRISTAN		5 - DECONGESTANT TABLETS	72007408	30 Apr 1956	0639946	15 Jan 1957	Registered	Foundation Consumer Brands, LLC
16	FIBERCON	United States of America	FIBERCON		5 - BULK LAXATIVE	73604111	13 Jun 1986	1423579	06 Jan 1987	Registered	Foundation Consumer Brands, LLC
17	FIBERCON	United States of America	WHEAT DESIGN (FIBERCON)		5 - CALCIUM POLYCARBOPHIL, NAMELY, BULK LAXATIVES	78555920	28 Jan 2005	3166367	31 Oct 2006	Registered	Foundation Consumer Brands, LLC

**Trademark Licenses:**

None.