

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Center of Life, LLC		10/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TCF Capital Funding, a Division of TCF National Bank		
Street Address:	71 South Wacker Drive		
Internal Address:	Suite 2110		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4510732	RAINSHADOWLABS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7138.030		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	11/03/2020		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of October 31, 2020, by CENTER OF LIFE, LLC, a Delaware limited liability company ("Grantor"), in favor of TCF CAPITAL FUNDING, A DIVISION OF TCF NATIONAL BANK ("Grantee").

W I T N E S S E T H

WHEREAS, Grantor, Grantee, RAINSHADOW LABS HOLDINGS LLC, a Delaware limited liability company ("Holdings") and the other Borrowers from time to time party thereto are parties to that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Borrowers by Grantee;

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of October 31, 2020 among the Debtors party thereto and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of Grantor's assets, including, without limitation, all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all of the Liabilities;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the respective terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement or the Security Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items

or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each Trademark of Grantor listed on Schedule 1 hereto, free from any Liens or other restrictions, claims, rights, encumbrances or burdens (other than Permitted Liens);

(ii) Grantor has no actual knowledge as of the date hereof of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. [Intentionally Omitted].

5. New Trademarks. If, before the Liabilities have been paid in full pursuant to the terms of the Credit Agreement (other than contingent indemnification or reimbursement obligations, if any, to the extent no unsatisfied claim giving rise thereto has been or is reasonably likely to be asserted), Grantor shall (i) become aware of any existing federally registered or applied for Trademarks owned by Grantor of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any federally registered Trademarks owned by Grantor, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

6. Duties of Grantor. Grantor shall to the extent required in the Credit Agreement, Security Agreement or other Collateral Documents (i) file and prosecute diligently any and all trademark applications pending as of the date hereof or hereafter for Trademarks which are necessary or reasonably desirable in the conduct of Grantor's business, (ii) preserve and maintain all rights in the Trademarks which are necessary or reasonably desirable in the conduct of Grantor's business and (iii) ensure that the Trademarks necessary or reasonably desirable in the conduct of Grantor's business are and remain enforceable.

7. Grantee's Right to Sue. Upon the occurrence and during the continuance of a Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all out-of-pocket costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by Grantee in the exercise of its rights under this Section 7.

8. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement or the Security Agreement, or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee, upon the occurrence and during the continuance of a Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full pursuant to the terms of the Credit Agreement. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

9. CHOICE OF LAW. THIS AGREEMENT SHALL BE DEEMED TO BE EXECUTED AND HAS BEEN DELIVERED AND ACCEPTED IN CHICAGO, ILLINOIS BY SIGNING AND DELIVERING IT THERE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

10. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.


11. Counterparts. This Agreement may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of an executed counterpart of a signature page to this

Agreement by facsimile or .pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

CENTER OF LIFE, LLC, a Delaware limited liability company

By: 
Name: Wesley Knuth
Title: Authorized Signatory

Agreed and Accepted
As of the Date First Written Above:

**TCF CAPITAL FUNDING, A DIVISION OF
TCF NATIONAL BANK, as Agent**

By: Kevin C Nowak
Name: Kevin C. Nowak
Title: Senior Vice President

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NUMBER	COUNTRY	STATUS	REGISTRATION NO.	REGISTRATION DATE
RAINSHADOWLABS	86054069	USA	Registered	4510732	4/8/14