

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM607122

<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>
Arcadia Consumer Healthcare Inc.		11/04/2020	Corporation: NEVADA
Kramer Laboratories, Inc.		11/04/2020	Corporation: FLORIDA
Kramer Consumer Healthcare, Inc.		11/04/2020	Corporation: DELAWARE
Naturelo Premium Supplements LLC		11/04/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Churchill Agency Services LLC, as Administrative Agent		
<b>Street Address:</b>	430 Park Avenue, 14th Floor		
<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: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5813086	FROM NATURE WITH LOVE	
<b>Registration Number:</b>	5122476	NATURELO	
<b>Registration Number:</b>	6075874	OPTI-NAIL	
<b>Registration Number:</b>	340742	KAOPECTATE	
<b>Serial Number:</b>	88809099	HEART AND CRAFT	
<b>Serial Number:</b>	88731334	MIGHTY GOOD	
<b>Serial Number:</b>	88731329	HEART AND CRAFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>			
<b>Phone:</b>	7043311000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>TRADEMARK</b>			

OP \$190.00 5813086

**Address Line 2:** Suite 4700  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202-4003

**ATTORNEY DOCKET NUMBER:** 044837.000008

**NAME OF SUBMITTER:** John Slaughter

**SIGNATURE:** /john slaughter/

**DATE SIGNED:** 11/05/2020

**Total Attachments: 5**

source=TSA from Arcadia Consumer, Kramer Lab, Kramer Consumer & Naturelo to Churchill Agency Services, as AA#page1.tif

source=TSA from Arcadia Consumer, Kramer Lab, Kramer Consumer & Naturelo to Churchill Agency Services, as AA#page2.tif

source=TSA from Arcadia Consumer, Kramer Lab, Kramer Consumer & Naturelo to Churchill Agency Services, as AA#page3.tif

source=TSA from Arcadia Consumer, Kramer Lab, Kramer Consumer & Naturelo to Churchill Agency Services, as AA#page4.tif

source=TSA from Arcadia Consumer, Kramer Lab, Kramer Consumer & Naturelo to Churchill Agency Services, as AA#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 4, 2020 (this “Agreement”), by Kramer Laboratories, Inc., a Florida corporation, Kramer Consumer Healthcare, Inc., a Delaware corporation, Naturelo Premium Supplements LLC, a Delaware limited liability company, and Arcadia Consumer Healthcare, Inc., a Nevada corporation (each, a “Grantor” and collectively, the “Grantors”), in favor of Churchill Agency Services LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement dated June 22, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all of its right, title and interest in the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of such Grantor, including without limitation, those Trademarks listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, the Administrative Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

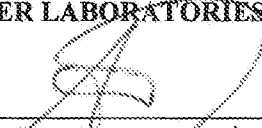
*[Signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


**ARCADIA CONSUMER HEALTHCARE INC.**

By:   
Name: Sean Mooney  
Title: Chief Financial Officer


**KRAMER LABORATORIES, INC.**

By:   
Name: Sean Mooney  
Title: Chief Financial Officer

**KRAMER CONSUMER HEALTHCARE, INC.**

By:   
Name: Sean Mooney  
Title: Chief Financial Officer

**NATURELO PREMIUM SUPPLEMENTS LLC**

By:   
Name: Sean Mooney  
Title: Chief Financial Officer

**CHURCHILL AGENCY SERVICES LLC,**  
as Administrative Agent

By: **Christopher Cox** Digitally signed by Christopher  
Cox  
Date: 2020.10.29 16:16:44 -04'00'

Name: Chris Cox  
Title: Senior Managing Director

Schedule I

Trademark Registrations and Applications

<b>Registered Owner</b>	<b>Mark</b>	<b>App/Reg. No.</b>	<b>App/Reg. Date</b>
NATURELO PREMIUM SUPPLEMENTS LLC	FROM NATURE WITH LOVE	5813086	07/23/2019
NATURELO PREMIUM SUPPLEMENTS LLC	NATURELO	5122476	01/17/2017
KRAMER LABORATORIES, INC.	OPTI-NAIL	6075874	06/09/2020
KRAMER CONSUMER HEALTHCARE, INC.	KAOPECTATE (Stylized)	340742	11/17/1936
ARCADIA CONSUMER HEALTHCARE, INC.	HEART AND CRAFT and Design	88809099	02/25/2020
ARCADIA CONSUMER HEALTHCARE, INC.	MIGHTY GOOD	88731334	12/18/2019
ARCADIA CONSUMER HEALTHCARE, INC.	HEART AND CRAFT	88731329	12/18/2019