

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609937

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
iHerb, LLC		11/19/2020	Limited Liability Company: DELAWARE
Madre Labs, LLC		11/19/2020	Limited Liability Company: DELAWARE
iHerb Logistics, LLC		11/19/2020	Limited Liability Company: DELAWARE
iHerb Supply Chain Solutions, LLC		11/19/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, National Association, as Agent
Street Address:	222 S. Riverside Plaza, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 78

Property Type	Number	Word Mark
Registration Number:	6055167	LOVE LETTER
Registration Number:	4142655	NATURE'S GATE
Registration Number:	3957875	NATURE'S GATE
Registration Number:	4296566	JUST A LEAF
Registration Number:	4322990	IHERB
Registration Number:	3971699	MILD BY NATURE
Registration Number:	3170056	IN THE BEGINNING
Registration Number:	3861780	ANTIOXIDENTAL BLEND
Registration Number:	3895402	COCOCARDIO
Registration Number:	3782683	CAFÉCEPS
Registration Number:	3782684	COCOCEPS
Registration Number:	3667723	MADRE LABS
Registration Number:	3782700	MICROFUNGI
Registration Number:	3667728	MUSHREX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3085964	OH WHAT A NIGHT
Registration Number:	3085963	LIGHT SWITCH
Registration Number:	3085962	C FOR YOURSELF
Registration Number:	3098660	HAVE A VINE DAY
Registration Number:	3098659	FORGET YOUR LINES
Registration Number:	3134787	IHERB
Registration Number:	1166898	NATURE'S GATE
Registration Number:	6191734	SYMPLI
Registration Number:	6155434	RADIANT SEOUL BEAUTY
Registration Number:	6181803	HEALTHY BIOM
Registration Number:	6143785	PRESCRIPTSKIN
Registration Number:	6142857	GOLDENCEPS
Registration Number:	6171476	IDEALOVE
Registration Number:	6137389	ZOI RESEARCH
Registration Number:	6126522	MATCHA ROAD
Registration Number:	6125448	ULTAMINS
Registration Number:	6091893	HYDRATIONUP
Registration Number:	6075830	CHARLIE & FRANK
Registration Number:	6075818	SIERRA FIT
Registration Number:	6070747	SUNLIPID
Registration Number:	6070616	GUMMIOLOGY
Registration Number:	6003678	CHARLIE & FRANK
Registration Number:	5985808	OSLOMEGA
Registration Number:	5963363	VITABLES
Registration Number:	5933787	SOLUMEVE
Registration Number:	5933625	LIPOSOMEUP
Registration Number:	5852600	THEANINEUP
Registration Number:	5829742	CURCUMINUP
Registration Number:	5760997	MGOLD
Registration Number:	5758927	CRANBLUEC
Registration Number:	5430107	GOLD C
Registration Number:	5388414	TAPIOGELS
Registration Number:	5337263	OCUR COMPLEX
Registration Number:	5337259	OCUR COMPLEX
Registration Number:	5272857	EUROHERBS
Registration Number:	5612180	ITESTED
Registration Number:	4824010	CITRULADE
Registration Number:	5187821	REXDRIVE

Property Type	Number	Word Mark
Registration Number:	5111198	SERUMDIPITY
Registration Number:	5083624	ZENBU SHAKE
Registration Number:	5046828	BONE 101
Registration Number:	5042714	PROSTATE 101
Registration Number:	5042713	SLEEP 101
Registration Number:	5042712	JOINT 101
Registration Number:	5042711	CHOLESTEROL 101
Registration Number:	5042710	BLOOD PRESSURE 101
Registration Number:	5042709	BLOOD SUGAR 101
Registration Number:	5042707	CARDIO 101
Registration Number:	5032969	COLLAGENUP
Registration Number:	4864614	LACTOBIF
Registration Number:	4691401	MIDORI GREENS
Registration Number:	4422905	BEE GOOD TO YOUR SKIN!
Registration Number:	4441455	MADRE MAGIC
Registration Number:	4548990	BUMPY ROAD SALVE
Registration Number:	4404672	FUNGIOLGY
Registration Number:	4408442	CALIFORNIA GOLD NUTRITION
Registration Number:	4423175	SIERRA BEES
Registration Number:	4310872	CALIFORNIA XTRACTS
Registration Number:	4351668	BEE GOOD TO YOUR LIPS
Registration Number:	4239100	AZÉLIQUE
Registration Number:	4276503	CAMELLIA CARE
Registration Number:	4051836	MADRE-C
Registration Number:	3971786	· CONTAINS · NO NO-NO'S
Registration Number:	4029133	MADRE LABS

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: 55 E Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 5591.135

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED:	11/19/2020
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of November 19, 2020, by the entities listed on the signature pages hereof as "Grantors" (collectively, "Grantors" and each, individually, a "Grantor") in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION, in its capacity as agent under the Credit Agreement described below ("Agent").

W I T N E S S E T H

WHEREAS, iHerb, LLC, a Delaware limited liability company ("Borrower"), the other Loan Parties from time to time party thereto, the financial institutions or other entities from time to time party thereto (collectively, "Lenders") and Agent have entered into that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Borrower by Agent and Lenders, subject to the terms and conditions set forth therein;

WHEREAS, in order to induce Agent and Lenders to make the loans and other financial accommodations provided for in the Credit Agreement and in consideration of the foregoing and for other good and valuable consideration, Grantors, certain affiliates of Grantors and Agent have entered into that certain Guaranty and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, each Grantor has granted to Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired or arising: (a) all trademarks, trade names, corporate and, as applicable, limited liability company names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; (c) all goodwill associated with and symbolized by any of the foregoing ((a) through (c), collectively, "Trademarks"); and (d) all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement and the other Loan Documents;

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, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the 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 Security Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired:

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

b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) income, royalties or other payments now or hereafter due and/or payable in connection with any Trademark, (ii) damages and payments for infringements or dilution of any of Trademark, and (iii) the right to sue for past, present and future infringement or dilution of any Trademark.

Notwithstanding the foregoing, no security interest shall be granted in any Excluded Property.

3. New Trademarks. If, before the Obligations (other than contingent indemnification obligations for which no claim has been asserted) shall have been satisfied in full, any Grantor shall (i) become aware of any federally registered Trademarks (other than Excluded Property) held by such Grantor of which such Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any federally registered Trademarks (other than Excluded Property) held by such Grantor, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and such Grantor shall give to Agent written notice thereof in accordance with the terms of Annex E to the Credit Agreement. Each Grantor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any such Trademarks (other than Excluded Property).

4. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Agent, Lenders, or Grantors, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantors and their respective successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and assigns. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office. To the extent of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

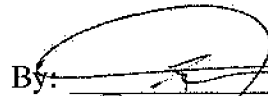
This Agreement may be executed in any number of counterparts, all of which shall, collectively and separately, constitute one agreement, each of which shall constitute an original, but all of which taken together shall be one and the same instrument. Delivery by telecopy or electronic portable document format (i.e., "pdf") transmission of executed signature pages hereof from one party hereto to another party hereto shall be deemed to constitute due execution and delivery by such party.

[Signature pages follow]

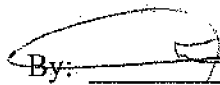
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

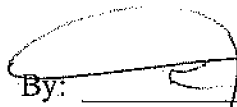
iHERB, LLC, a Delaware limited liability company

By: 
Name: Reza Farace
Title: Chief Executive Officer

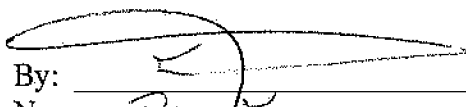
MADRE LABS, LLC, a Delaware limited liability company

By: 
Name: Reza Farace
Title: Chief Executive Officer

iHERB LOGISTICS, LLC, a Delaware limited liability company

By: 
Name: Reza Farace
Title: Chief Executive Officer

iHERB SUPPLY CHAIN SOLUTIONS, LLC,
a Delaware limited liability company

By: 
Name: Reza Farace
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above:

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

By: Richard K. Brooks
Name: Richard Brooks
Title: Managing Director

SCHEDULE 1**TRADEMARKS**

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
LOVE LETTER	88977072	Registered	6055167	5/12/20	iHerb, LLC
NATURE'S GATE	85430952	Registered	4142655	5/15/12	iHerb, LLC
NATURE'S GATE	85172452	Registered	3957875	5/10/11	iHerb, LLC
JUST A LEAF	85652069	Registered	4296566	2/26/13	iHerb, LLC
IHERB	85542784	Registered	4322990	4/23/13	iHerb, LLC
MILD BY NATURE	85004713	Registered	3971699	5/31/11	Madre Labs, LLC
IN THE BEGINNING	78648119	Registered	3170056	11/7/06	iHerb, LLC
ANTIOXIDENTAL BLEND	77771213	Registered	3861780	10/12/10	iHerb, LLC
COCOCARDIO	77940740	Registered	3895402	12/21/10	Madre Labs, LLC
CAFECEPS	77757787	Registered	3782683	4/27/10	Madre Labs, LLC
COCOCEPS	77757879	Registered	3782684	4/27/10	Madre Labs, LLC
MADRE LABS	77567215	Registered	3667723	8/11/09	Madre Labs, LLC
MICROFUNGI	77763069	Registered	3782700	4/27/10	Madre Labs, LLC
MUSHREX	77569419	Registered	3667728	8/11/09	Madre Labs, LLC
OH WHAT A NIGHT	76607210	Registered	3085964	4/25/06	iHerb, LLC
LIGHT SWITCH	76607209	Registered	3085963	4/25/06	iHerb, LLC
C FOR YOURSELF	76607207	Registered	3085962	4/25/06	iHerb, LLC
HAVE A VINE DAY	76606355	Registered	3098660	5/30/06	iHerb, LLC
FORGET YOUR LINES	76606350	Registered	3098659	5/30/06	iHerb, LLC
IHERB	76645023	Registered	3134787	8/29/06	iHerb, LLC
NATURE'S GATE	73208710	Registered	1166898	9/1/81	iHerb, LLC
SYMPLI	88979127	Registered	6191734	11/3/20	Madre Labs, LLC
RADIANT SEOUL BEAUTY	88978407	Registered	6155434	9/15/20	Madre Labs, LLC
HEALTHY BIOM	88424813	Registered	6181803	10/20/20	Madre Labs, LLC
PRESCRIPTSKIN	88978249	Registered	6143785	9/1/20	Madre Labs, LLC
GOLDENCEPS	88374878	Registered	6142857	9/1/20	Madre Labs, LLC

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
IDEALOVE	88978707	Registered	6171476	10/6/20	Madre Labs, LLC
ZOI RESEARCH	88461307	Registered	6137389	8/25/20	Madre Labs, LLC
MATCHA ROAD	88978253	Registered	6126522	8/11/20	Madre Labs, LLC
ULTAMINS	88266097	Registered	6125448	8/11/20	Madre Labs, LLC
HYDRATIONUP	88266180	Registered	6091893	6/30/20	Madre Labs, LLC
CHARLIE & FRANK	88210801	Registered	6075830	6/9/20	Madre Labs, LLC
SIERRA FIT	88204761	Registered	6075818	6/9/20	Madre Labs, LLC
SUNLIPID	88408293	Registered	6070747	6/2/20	Madre Labs, LLC
GUMMIOLOGY	88375045	Registered	6070616	6/2/20	Madre Labs, LLC
CHARLIE & FRANK	88237515	Registered	6003678	3/3/20	Madre Labs, LLC
OSLOMEGA	88227276	Registered	5985808	2/11/20	Madre Labs, LLC
VITABLES	88408257	Registered	5963363	1/14/20	Madre Labs, LLC
SOLUMEVE	88210564	Registered	5933787	12/10/19	Madre Labs, LLC
LIPOSOMEUP	88157681	Registered	5933625	12/10/19	Madre Labs, LLC
THEANINEUP	87875108	Registered	5852600	9/3/19	Madre Labs, LLC
CURCUMINUP	87890533	Registered	5829742	8/6/19	Madre Labs, LLC
MGOLD	87941311	Registered	5760997	5/28/19	Madre Labs, LLC
CRANBLUEC	87842317	Registered	5758927	5/21/19	Madre Labs, LLC
GOLD C	87547609	Registered	5430107	3/20/18	Madre Labs, LLC
TAPIOGELS	87407767	Registered	5388414	1/23/18	Madre Labs, LLC
OCUR COMPLEX	87407713	Registered	5337263	11/14/17	Madre Labs, LLC
OCUR COMPLEX	87399956	Registered	5337259	11/14/17	Madre Labs, LLC
EUROHERBS	87240061	Registered	5272857	8/22/17	Madre Labs, LLC
ITESTED	86619122	Registered	5612180	11/20/18	Madre Labs, LLC
CITRULADE	86977095	Registered	4824010	9/29/15	Madre Labs, LLC
REXDRIVE	86905237	Registered	5187821	4/18/17	Madre Labs, LLC
SERUMDIPTITY	86893257	Registered	5111198	12/27/16	Madre Labs, LLC
ZENBU SHAKE	86824621	Registered	5083624	11/15/16	Madre Labs, LLC
BONE 101	86750859	Registered	5046828	9/20/16	Madre Labs, LLC
PROSTATE 101	86750858	Registered	5042714	9/13/16	Madre Labs, LLC
SLEEP 101	86750855	Registered	5042713	9/13/16	Madre Labs, LLC
JOINT 101	86750852	Registered	5042712	9/13/16	Madre Labs, LLC
CHOLESTEROL 101	86750844	Registered	5042711	9/13/16	Madre Labs, LLC
BLOOD PRESSURE 101	86750841	Registered	5042710	9/13/16	Madre Labs, LLC
BLOOD SUGAR 101	86750839	Registered	5042709	9/13/16	Madre Labs, LLC
CARDIO 101	86750360	Registered	5042707	9/13/16	Madre Labs, LLC
COLLAGENUP	86679318	Registered	5032969	8/30/16	Madre Labs, LLC
LACTOBIF	86556436	Registered	4864614	12/1/15	Madre Labs, LLC
MIDORI GREENS	86304291	Registered	4691401	2/24/15	Madre Labs, LLC
BEE GOOD TO YOUR SKIN!	85710937	Registered	4422905	10/22/13	Madre Labs, LLC
MADRE MAGIC	85826687	Registered	4441455	11/26/13	Madre Labs, LLC
BUMPY ROAD SALVE	85915599	Registered	4548990	6/10/14	Madre Labs, LLC
FUNGIOLOGY	85744148	Registered	4404672	9/17/13	Madre Labs, LLC
CALIFORNIA GOLD NUTRITION	85736173	Registered	4408442	9/24/13	Madre Labs, LLC
SIERRA BEES	85858914	Registered	4423175	10/22/13	Madre Labs, LLC
CALIFORNIA XTRACTS	85729918	Registered	4310872	3/26/13	Madre Labs, LLC

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
BEE GOOD TO YOUR LIPS	85710944	Registered	4351668	6/11/13	Madre Labs, LLC
AZELIQUE	85458229	Registered	4239100	11/6/12	Madre Labs, LLC
CAMELLIA CARE	85334333	Registered	4276503	1/15/13	Madre Labs, LLC
MADRE-C	85139259	Registered	4051836	11/8/11	Madre Labs, LLC
CONTAINS NO NO-NO'S	85023612	Registered	3971786	5/31/11	Madre Labs, LLC
MADRE LABS	77567192	Registered	4029133	9/20/11	Madre Labs, LLC