

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Instanatural LLC		12/31/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	EAST WEST BANK, as Agent		
Street Address:	135 N. Los Robles Ave		
Internal Address:	3rd Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Banking Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6087477	C BOTANICAL BLEND	
Registration Number:	6140202	POWERED BY VITAMIN C	
Registration Number:	5427627	COMPLETE ORGANICS	
Registration Number:	5204260	INSTANATURAL	
Registration Number:	5336726	STRENGTH IN NATURALS	
Registration Number:	4934425	AGE DEFYING & SKIN CLEARING	
Registration Number:	4936903	YOUTH EXPRESS	
Registration Number:	4936901	PRO-RADIANT	
Registration Number:	4877723	INSTANATURAL	
Registration Number:	4926022	INSTA NATURAL	
Registration Number:	4877660	INSTA NATURAL	
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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		

CH \$290.00 6087477

Address Line 1: Katten
Address Line 2: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 12/31/2020

Total Attachments: 5

source=EWB_Prime - Trademark Security Agreement [Executed]#page1.tif
source=EWB_Prime - Trademark Security Agreement [Executed]#page2.tif
source=EWB_Prime - Trademark Security Agreement [Executed]#page3.tif
source=EWB_Prime - Trademark Security Agreement [Executed]#page4.tif
source=EWB_Prime - Trademark Security Agreement [Executed]#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 31, 2020 (the “**Effective Date**”) by InstaNatural LLC, a Florida limited liability company (the “**Grantor**”) in favor of East West Bank for the benefit of the several banks and other lenders from time to time party to the Credit Agreement (in such capacity, the “**Agent**”).

RECITALS:

WHEREAS, reference is made to (i) that certain Guarantee and Security Agreement, dated as of January 31, 2020 (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the “**Guarantee and Security Agreement**”), among PRIME ENTERPRISES, LLC, a Delaware limited liability company (“**Enterprises**”), PE PACKAGING, LLC, a Delaware limited liability company (“**Packaging**” and, together with Enterprises, each a “**Borrower**” and collectively, the “**Borrowers**”), PRIME INTERMEDIATE, LLC, a Delaware limited liability company (“**Holdings**”), and certain Subsidiaries of the Borrowers and Holdings party thereto from time to time, in favor of the Agent, and (ii) that certain Credit Agreement, dated as of January 31, 2020 (as it may be amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrowers, Holdings, the several banks and other lenders from time to time party thereto, and the Agent; and

WHEREAS, under the terms of the Guarantee and Security Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s rights, title and interest in, to and under the Collateral (as defined in the Guarantee and Security Agreement), including, without limitation, certain intellectual property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the promises and the agreements, provisions and covenants herein contained, the Grantor and the Agent agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s rights, title and interest in, to and under the following:

- (1) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, fictitious business names, trade styles, trade dress, designs, logos and other source or business identifiers owned by the Grantor, including all registrations thereof, and all registration and recording applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 1 (collectively, “**Trademark(s)**”),
- (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any

Trademark, including damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements of any Trademark, (4) rights corresponding to any Trademark throughout the world, (5) renewals and proceeds of any of the foregoing, and (6) all goodwill associated with or symbolized by the Trademarks. For the avoidance of doubt, the foregoing grant shall not include any Excluded Assets (as defined in the Guarantee and Security Agreement).

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and the rights and obligations of the Grantor hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

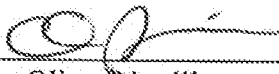
Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.

Section 7. Integration. Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by each party hereto. The amendment and supplement duly executed by each party hereto shall be part of this Agreement and shall have the same legal effect as this Agreement.

[remainder of page intentionally left blank]

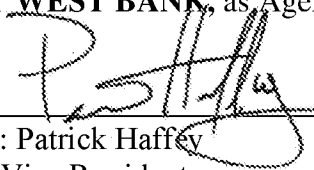
IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement on the date first above written.

INSTANATURAL LLC,
a Florida limited liability company

By: 
Name: Oliver Nordlinger
Title: Vice President

EAST WEST BANK, as Agent

By: _____

A handwritten signature in black ink, appearing to read 'P. Haffey', is written over a horizontal line. The signature is stylized and somewhat cursive.

Name: Patrick Haffey

Title: Vice President

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
C Botanical Blend	88744896	1/2/2020	6087477	6/23/2020	Registered	Instanatural, LLC
Powered by Vitamin C	88745129	1/2/2020	6140202	9/1/2020	Registered	Instanatural, LLC
Complete Organics	87565495	8/11/17	5427627	3/20/18	Registered	Instanatural
insta natural	87189532	9/30/16	5204260	5/16/17	Registered	Instanatural, LLC
Strength In Naturals	87189647	9/30/16	5336726	11/14/17	Registered	Instanatural, LLC
Age Defying & Skin Clearing	86796132	10/22/15	4934425	4/5/16	Registered	Instanatural, LLC
Youth Express	86794727	10/21/15	4936903	4/12/16	Registered	Instanatural, LLC
Pro-Radiant	86790468	10/16/15	4936901	4/12/16	Registered	Instanatural, LLC
InstaNatural	86655090	6/8/15	4877723	12/29/15	Registered	Instanatural, LLC
	86641249	5/26/15	4926022	3/29/16	Registered	Instanatural, LLC
	86641288	5/26/15	4877660	12/29/15	Registered	Instanatural, LLC