

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648018

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900593924

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bridges Consumer Healthcare LLC		01/28/2021	Limited Liability Company: DELAWARE
Absorbine Jr. LLC		01/28/2021	Limited Liability Company: DELAWARE
Albolene LLC		01/28/2021	Limited Liability Company: DELAWARE
Certain Dri LLC		01/28/2021	Limited Liability Company: DELAWARE
Cystex LLC		01/28/2021	Limited Liability Company: DELAWARE
Lipo Flavonoid LLC		01/28/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Collateral Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5219825	SONOREST
Registration Number:	2416599	THE MAKEUP COMES OFF, THE MOISTURE STAYS
Registration Number:	5229123	TISINA
Registration Number:	0717432	LIPO-FLAVONOID
Registration Number:	6063600	CYSTEX
Registration Number:	3418319	CERTAIN DRI A.M.
Registration Number:	0747719	CERTAIN DRI
Registration Number:	1752158	ALBOLENE
Registration Number:	4443744	ABSORBINE JR.

Property Type	Number	Word Mark
Registration Number:	4598203	ABSORBINE JR. PLUS
CORRESPONDENCE DATA		
Fax Number:	3129021061	
<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:	312.577.8034	
Email:	oscar.ruiz@katten.com	
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman	
Address Line 1:	525 West Monroe Street	
Address Line 4:	Chicago, ILLINOIS 60661	
ATTORNEY DOCKET NUMBER:	387132-00700	
NAME OF SUBMITTER:	Oscar Ruiz	
SIGNATURE:	/Oscar Ruiz/	
DATE SIGNED:	05/19/2021	
Total Attachments: 5		
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “**Agreement**”), dated as of January 28, 2021, is made by each Grantor (as identified below), in favor of ANTARES CAPITAL LP, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, BRIDGES CONSUMER HEALTHCARE LLC, a Delaware limited liability company, ABSORBINE JR. LLC, a Delaware limited liability company, ALBOLENE LLC, a Delaware limited liability company, CERTAIN DRI LLC, a Delaware limited liability company, CYSTEX LLC, a Delaware limited liability company and LIPO FLAVONOID LLC, a Delaware limited liability company, (each a “**Grantor**,” and collectively, “**Grantors**”), own the Trademark Collateral (as defined below); and

WHEREAS, the Grantors are party to that certain Security Agreement dated as of January 20, 2021 (the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral and are required to execute and deliver this Agreement.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantors to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, domain names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by each Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all goodwill of each Grantor’s business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any Excluded Property (including, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use”

pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law).

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, 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 LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Bridges Consumer Healthcare LLC

By: Robert Long
Name: Robert Long
Title: President and Treasurer

**Absorbine Jr. LLC, Albolene LLC, Certain Dri LLC,
Cystex LLC and Lipo Flavonoid LLC**

By: Robert Long
Name: Robert Long
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement (Joinder)]

**TRADEMARK
REEL: 007290 FRAME: 0676**

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

By: *Beth L Troyer*
Name: Beth L Troyer
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement (Joinder)]

TRADEMARK
REEL: 007290 FRAME: 0677

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

Registered Owner	Trademark Description	Registration Number	Registration Date
Bridges Consumer Healthcare LLC	SONOREST	5219825	6/6/2017
Bridges Consumer Healthcare LLC LLC	THE MAKEUP COMES OFF, THE MOISTURE STAYS	2416599	12/26/2000
Bridges Consumer Healthcare LLC	TISINA	5229123	6/20/2017
Lipo Flavonoid LLC	LIPO-FLAVONOID	0717432	6/27/1961
Cystex LLC	CYSTEX	6063600	5/26/2020
Certain Dri LLC	CERTAIN DRI A.M.	3418319	4/29/2008
Certain Dri LLC	CERTAIN DRI	0747719	4/2/1963
Albolene LLC	ALBOLENE	1752158	2/16/1993
Absorbine Jr. LLC	ABSORBINE JR.	4443744	12/3/2013
Absorbine Jr. LLC	ABSORBINE JR. PLUS	4598203	9/2/2014

US Trademark Applications:

None.

Licenses under which a Grantor is an Exclusive Licensee of a Registered or Applied for Trademark:

None.