

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kramer Consumer Healthcare, Inc.		09/10/2021	Corporation: DELAWARE
Kramer Laboratories, Inc.		09/10/2021	Corporation: FLORIDA
NATURELO PREMIUM SUPPLEMENTS LLC		09/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	88369782	ARCADIA CONSUMER HEALTHCARE	
Registration Number:	4871853	CLEARGUARD	
Registration Number:	1382023	FUNGI-NAIL	
Registration Number:	4464693	FUNGI-NAIL TOE & FOOT	
Registration Number:	4419895	HC MAX HONGO CURA	
Registration Number:	0340742	KAOPECTATE	
Registration Number:	4104075	KRAMER CONSUMER HEALTHCARE A DIVISION OF	
Registration Number:	1278609	NIZORAL	
Serial Number:	90726591	NIZORAL	
Registration Number:	2347521	NIZORAL A-D	
Registration Number:	6075874	OPTI-NAIL	
Registration Number:	2392138		
Registration Number:	3073665	SAFE TUSSIN	
Registration Number:	3068103	SAFETUSSIN	
Registration Number:	3815929	THE FUNGUS EXPERTS	
Registration Number:	4441277	TOE & FOOT	

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Property Type	Number	Word Mark
Registration Number:	5813086	FROM NATURE WITH LOVE
Registration Number:	5122476	NATURELO
Serial Number:	90487672	NATURELO PREMIUM SUPPLEMENTS

CORRESPONDENCE DATA

Fax Number: 2028874288

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: 2028874000

Email: dlee@akingump.com

Correspondent Name: David C. Lee

Address Line 1: 2001 K Street, N.W.

Address Line 2: Robert S. Strauss Tower

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 104028.0002

NAME OF SUBMITTER: David C. Lee

SIGNATURE: /David C. Lee/

DATE SIGNED: 09/17/2021

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 10, 2021 (this “Trademark Security Agreement”), is made by each of the Grantors party hereto from time to time, in favor of Alter Domus (US) LLC (“Alter Domus”), as Collateral Agent (in such capacity, the “Collateral Agent”) for the Secured Parties, including the lenders, banks and other financial institutions or entities from time to time parties to the Second Lien Credit Agreement as Lenders (the “Lenders”), dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Iaso Parent, Inc., as Delaware corporation (“Holdings”), Grass Merger Sub, Inc., a Delaware corporation, and after giving effect to the Merger, ACP Tara Holdings, Inc., a Delaware corporation (the “Borrower”), the Lenders and Alter Domus, as administrative agent and Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to that certain Second Lien Guarantee and Collateral Agreement, dated as of September 10, 2021, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which each Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Trademark Security Agreement, in order to record the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following (collectively, the “Trademark Collateral”):

- a. all of its U.S. Trademarks, including, without limitation, those referred to on Schedule I hereto;
- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each of the foregoing;
- d. all rights to sue or otherwise recover at law or in equity for any past, present or future infringement, dilution or other violation or impairment thereof; and
- e. all income, royalties, proceeds, damages and liabilities at any time due or payable or asserted under and with respect to any of the foregoing.

Notwithstanding anything contained herein, the foregoing grant of security interest shall not apply to any United States "intent to use" Trademark applications for which a statement of use or affidavit of use has not been filed with and accepted by the United States Patent and Trademark Office (but only until such statement or affidavit is filed and accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

Section 5. Successors and Assigns. The provisions of this Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

- Remainder of page intentionally blank; signature page follows -

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

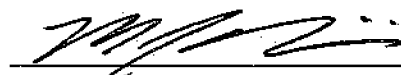
Grantors:

KRAMER CONSUMER HEALTHCARE, INC.

KRAMER LABORATORIES, INC.

NATURELO PREMIUM SUPPLEMENTS LLC

By: _____



Name: Michael DeBiasi

Title: Chief Executive Officer




ACCEPTED AND AGREED as of the date
first above written:





ALTER DOMUS (US) LLC,
as Collateral Agent

By: 
Name:
Title: Matthew Trybula
Associate Counsel

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

TRADEMARK	APPL. NO. FILING DATE	REG. NO REG. DATE	GRANTORS
ARCADIA CONSUMER HEALTHCARE	88369782 4/3/2019 (Pending - Intent to Use)	—	Kramer Consumer Healthcare, Inc.
CLEARGUARD	86458886 11/19/2014	4,871,853 12/15/2015	Kramer Laboratories, Inc.
FUNGI-NAIL	73545330 6/27/1985	1,382,023 2/11/1986	Kramer Laboratories, Inc.
FUNGI-NAIL TOE & FOOT	85741070 9/28/2012	4,464,693 1/14/2014	Kramer Laboratories, Inc.
HC MAX HONGO CURA & D 	85801251 12/18/2019	4,419,895 10/15/2013	Kramer Laboratories, Inc.
KAUPECIATE	71379981 6/19/1936	340,742 11/17/1936	Kramer Consumer Healthcare, Inc.
KRAMER CONSUMER HEALTHCARE A DIVISION OF KRAMER LABORATORIES, INC. & Design 	85163383 10/28/2010	4,104,075 2/28/2012	Kramer Laboratories, Inc.
 NIZORAL CONSUMER HEALTHCARE A division of Kramer Laboratories, Inc.	73388680 9/24/1982	1,278,609 5/22/1984	Kramer Consumer Healthcare, Inc.
NIZORAL	90726591 21-May-2021 (Pending - Intent to Use)	—	Kramer Consumer Healthcare, Inc.

TRADEMARK	APPL. NO. FILING DATE	REG. NO REG. DATE	GRANTORS
NIZORAL A-D (Stylized) 	75369915 10/8/1997	2,347,521 5/2/2000	Kramer Consumer Healthcare, Inc.
OPTI-NAIL	88254008 1/8/2019	6075874 6/9/2020	Kramer Laboratories, Inc.
Raindrop Logo 	75570518 10/14/1998	2,392,138 10/3/2000	Kramer Consumer Healthcare, Inc.
SAFE TUSSIN	78697623 8/22/2005	3,073,665 3/28/2006	Kramer Laboratories, Inc.
SAFETUSSIN	78592800 3/22/2005	3,068,103 3/14/2006	Kramer Laboratories, Inc.
THE FUNGUS EXPERTS (Supplemental Register)	77811891 8/25/2009	3,815,929 7/6/2010	Kramer Laboratories, Inc.
TOE & FOOT Stylized 	85740199 9/27/2012	4,441,277 11/26/2013	Kramer Laboratories, Inc.
FROM NATURE WITH LOVE	88255642 1/09/2019	5813086 7/23/2019	Naturelo Premium Supplements LLC
NATURELO	87037419 5/15/2016	5122476 1/17/2017	Naturelo Premium Supplements LLC
	90487672 1/25/2021 (Pending)	—	Naturelo Premium Supplements LLC