

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM688790

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Good Natured Products Inc.		10/28/2021	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Bank of Canada		
<b>Street Address:</b>	130 King Street West		
<b>Internal Address:</b>	Suite 3200		
<b>City:</b>	Toronto ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5X1J9		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90017494	GOOD NATURED	
<b>Serial Number:</b>	90017469	GOOD NATURED	
<b>Serial Number:</b>	88786774	GOOD NATURED	
<b>Serial Number:</b>	88753690	GOOD NATURED	
<b>Serial Number:</b>	88753668	GOOD NATURED	
<b>Serial Number:</b>	87084219	GOOD NATURED	
<b>Serial Number:</b>	86909866	GOOD NATURED	
<b>Serial Number:</b>	88749453	BETTER EVERYDAY PRODUCTS	
<b>Serial Number:</b>	88751339	BETTER EVERYDAY PRODUCTS	
<b>Serial Number:</b>	88747498	BETTER EVERYDAY PRODUCTS	
<b>Serial Number:</b>	88753639	BETTER EVERYDAY PRODUCTS	
<b>Serial Number:</b>	86946512	BETTER EVERYDAY PRODUCTS	
<b>Serial Number:</b>	88747463	BETTER EVERYDAY PRODUCTS	
<b>Serial Number:</b>	88747492	BETTER EVERYDAY PRODUCTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

OP \$365.00 90017494

**Phone:** 4165957913  
**Email:** kdurell@millertthomson.com  
**Correspondent Name:** Karen L Durell  
**Address Line 1:** 40 King Street West  
**Address Line 2:** Suite 5800  
**Address Line 4:** Toronto ON, CANADA M5H3S1

**NAME OF SUBMITTER:** Karen Durell

**SIGNATURE:** /KLD/

**DATE SIGNED:** 11/17/2021

**Total Attachments: 6**

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**US INTELLECTUAL PROPERTY SECURITY INTEREST AGREEMENT**

This US INTELLECTUAL PROPERTY SECURITY INTEREST AGREEMENT (this “**Agreement**”), is dated as of October 28, 2021, and made by and among GOOD NATURED PRODUCTS INC. (“**Grantor**”) and NATIONAL BANK OF CANADA, as Lender (in such capacity and together with its successors and assigns, in such capacity, the “**Lender**”, and together with Grantor, the “**Parties**”).

WHEREAS, the Parties and certain affiliates and subsidiaries of the Grantor are party to that certain Credit Agreement dated as of date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Parties and certain affiliates and subsidiaries of the Grantor have entered into that certain security agreement dated the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), pursuant to which Grantor has assigned and pledged to the Lender a Security Interest in certain Collateral; and

WHEREAS, in accordance with and subject to the IP Security Agreement, Grantor is executing and delivering to Collateral Agent this Agreement for recordal in the United States Patent and Trademark Office and other government offices as desired by Collateral Agent.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and confirm as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, shall have the meanings provided or provided by reference in the IP Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a Security Interest in, all right, title or interest in or to any and all of the Collateral now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest, including all (i) Copyrights, Trademarks (together with all the goodwill associated therewith), Patents, Licenses, and other Intellectual Property, as set forth in **Schedule A**, attached hereto, (ii) applications and registrations therefor, as set forth in **Schedule A**, attached hereto, and (iii) all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing. The security interest granted hereby has been granted to Collateral Agent in connection with the IP Security Agreement and the present Agreement is expressly subject to the terms and conditions thereof. The IP Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms. The Grantor confirms that value has been given, that the Grantor has rights in the Collateral, and that the parties have not agreed to postpone the

time for attachment of the lien, charge and security interest constituted hereby in any of the Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office, the United States Copyright Office or any other offices as desired by Collateral Agent. The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or the United States Copyright Office (or any successor office) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by the Grantor, without the signature of any Grantor, and naming any Grantor or the Grantor as debtor and the Collateral Agent as secured party.

SECTION 4. Acknowledgment. Grantor hereby further acknowledges and affirms that the rights and remedies of Collateral Agent or any other persons with respect to the security interest in the Collateral granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the IP Security Agreement, the terms of the IP Security Agreement shall govern. Nothing herein is intended to impact the parties' rights and obligations as set forth in the IP Security Agreement.


SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

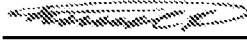
SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow.]

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

**NATIONAL BANK OF CANADA**, as Lender

By:   
Name: Jonathan Khan  
Title: Director

By:   
Name: Suneel Puri  
Title: Director and Head, Execution

**GOOD NATURED PRODUCTS INC., as Grantor**

DocuSigned by:

By:

*Paul Antoniadis*

Name: Paul Antoniadis

Title: Chief Executive Officer

By:

Name:

Title:

**SCHEDULE A**

**COPYRIGHTS**

Copyrights and Copyright Applications

None.

Exclusive Copyright Licenses

None.

**PATENTS**

Patents and Patent Applications

None.

**TRADEMARK/TRADE NAMES**

Trademarks and Trademark Applications

<b>Registered Owner</b>	<b>Intellectual Property</b>	<b>Jurisdiction</b>	<b>Registration No.</b>
good natured Products Inc.	Owned Trademark: "Good Natured"	United States	90017494
good natured Products Inc.	Owned Trademark: "Good Natured"	United States	90017469
good natured Products Inc.	Owned Trademark: "Good Natured"	United States	88786774
good natured Products Inc.	Owned Trademark: "Good Natured"	United States	88753690
good natured Products Inc.	Owned Trademark: "Good Natured"	United States	88753668
good natured Products Inc.	Owned Trademark: "Good Natured"	United States	87084219
good natured Products Inc.	Owned Trademark: "Good Natured"	United States	86909866

good natured Products Inc.	Owned Trademark: "Better Everyday Products"	United States	88749453
good natured Products Inc.	Owned Trademark: "Better Everyday Products"	United States	88751339
good natured Products Inc.	Owned Trademark: "Better Everyday Products"	United States	88747498
good natured Products Inc.	Owned Trademark: "Better Everyday Products"	United States	88753639
good natured Products Inc.	Owned Trademark: "Better Everyday Products"	United States	86946512
good natured Products Inc.	Owned Trademark: "Better Everyday Products"	United States	88747463
good natured Products Inc.	Owned Trademark: "Better Everyday Products"	United States	88747492

Trade Names

1. good natured Products