

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697442

| | | | |
|---|---|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| STANDARD HOMEOPATHIC COMPANY | | 12/22/2021 | Corporation: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | HAYFIN SERVICES LLP, AS THE AGENT | | |
| Street Address: | One Eagle Place | | |
| City: | London | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | SW1Y 6AF | | |
| Entity Type: | Limited Liability Partnership: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2829670 | LUYTIES | |
| Registration Number: | 2692580 | 1-800-HOMEOPATHY | |
| Registration Number: | 1155235 | BIOPLASMA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4152687522 | | |
| <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: | 415-268-7810 | | |
| Email: | hcheng@mofo.com | | |
| Correspondent Name: | Muzamil Huq | | |
| Address Line 1: | 425 Market Street | | |
| Address Line 2: | Morrison & Foeroster LLP | | |
| Address Line 4: | San Francisco, CALIFORNIA 94105 | | |
| ATTORNEY DOCKET NUMBER: | 72862-36 | | |
| NAME OF SUBMITTER: | Muzamil Huq | | |
| SIGNATURE: | /mhuq/ | | |
| DATE SIGNED: | 12/23/2021 | | |
| Total Attachments: 6 | | | |
| source=(Supplemental IP) Hylands - Trademark Security Agreement - 2274533#page1.tif | | | |

CH \$90.00 2829670

source=(Supplemental IP) Hylands - Trademark Security Agreement - 2274533#page2.tif
source=(Supplemental IP) Hylands - Trademark Security Agreement - 2274533#page3.tif
source=(Supplemental IP) Hylands - Trademark Security Agreement - 2274533#page4.tif
source=(Supplemental IP) Hylands - Trademark Security Agreement - 2274533#page5.tif
source=(Supplemental IP) Hylands - Trademark Security Agreement - 2274533#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2021 (this “*Trademark Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of Hayfin Services LLP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as of July 31, 2020 (as amended or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Agent a security interest in, and the Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property 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 (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security

Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

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

**STANDARD HOMEOPATHIC
COMPANY**

By: 

Name: William Righeimer

Title: CEO, Secretary, Treasurer and
Chief Security Officer

Address:

c/o of Hildred Capital Management, LLC, 745

Fifth Avenue, Suite #1701

New York, NY 10151


Email: agoldman@hildredcapital.com;

dsolomon@hildredcapital.com

Phone: (646) 604-8633

Attention: Andrew Goldman and David Solomon

Accepted and Agreed:
HAYFIN SERVICES LLP, as the Agent

By  _____

Name: Vikas Mehta

Title: Authorised Signatory

Address: One Eagle Place
London, SW1Y 6AF
Email: Loanops@hayfin.com
Legal@hayfin.com
Phone: +44 207 074 2900
Attention: Stephen Bourne
Legal Team / Loan Operations

Schedule 1

TRADEMARKS

Trademark Registrations and Applications

| REGISTERED MARKS | | | | | | | | | |
|-------------------------------------|--------------------------|------------------|-------------------|----------------|------------------|--------------------------------|-------------------|---------------------|------------------------------|
| Title/Mark | Country | Appl. No. | Appl. Date | Reg. NO | Reg. Date | Class(es) | Status | NRF Ref. No. | Owner |
| HYLAND'S NATURALS | United States of America | 90/736,273 | 5/26/2021 | | | 03, 05, 29, 30, 32, 35, 41, 44 | Application Filed | STDH.T0950 US.AP1 | STANDARD HOMEOPATHI CCOMPANY |
| HYLAND'S NATURALS and design | United States of America | 90/785,581 | 6/21/2021 | | | 03, 05, 29, 30, 32, 35, 41, 44 | Application Filed | STDH.T095 3US.AP1 | STANDARD HOMEOPATHI CCOMPANY |
| HYLAND'S NATURALS and design | United States of America | 90/736,279 | 5/26/2021 | | | 03, 05, 29, 30, 32, 35, 41, 44 | Application Filed | STDH.T095 1US.AP1 | STANDARD HOMEOPATHI CCOMPANY |
| Design (Leaves) | United States of America | 90/736,288 | 5/26/2021 | | | 03, 05, 29, 30, 32, 35, 41, 44 | Application Filed | STDH.T095 2US.AP1 | STANDARD HOMEOPATHI CCOMPANY |
| HYLAND'S SERENE | United States of America | 88/959,991 | 6/11/2020 | 1001143741 | 10/20/2020 | 05 | Allowed | STDH.T094 7US.AP1 | STANDARD HOMEOPATHI CCOMPANY |
| DESIGN (Leaves - Core Cropped) | United States of America | 90/882,201 | 8/13/2021 | | | 03, 05, 29, 30, 32, 35 | Application Filed | STDH.T0955U S.AP1 | STANDARD HOMEOPATHIC COMPANY |
| DESIGN (Leaves - Core) | United States of America | 90/882,188 | 8/13/2021 | | | 03, 05, 29, 30, 32, 35 | Application Filed | STDH.T0954U S.AP1 | STANDARD HOMEOPATHIC COMPANY |
| Design (Leaves - OUTLINE Cropped) | United States of America | 90/882,364 | 8/13/2021 | | | 03, 05, 29, 30, 32, 35 | Application Filed | STDH.T0957U S.AP1 | STANDARD HOMEOPATHIC COMPANY |
| Design (Leaves - outline) | United States of America | 90/882,211 | 8/13/2021 | | | 03, 05, 29, 30, 32, 35 | Application Filed | STDH.T0956U S.AP1 | STANDARD HOMEOPATHIC COMPANY |
| DESIGN (Leaves - Shockwave Cropped) | United States of America | 90/884,693 | 8/16/2021 | | | 03, 05, 29, 30, 32, 35 | Application Filed | STDH.T0959U S.AP1 | STANDARD HOMEOPATHIC COMPANY |
| DESIGN (Leaves - Shockwave) | United States of America | 90/884,681 | 8/16/2021 | | | 03, 05, 29, 30, 32, 35 | Application Filed | STDH.T0958U S.AP1 | STANDARD HOMEOPATHIC COMPANY |
| DESIGN (Leaves - Tricolor Cropped) | United States of America | 90/882,671 | 8/13/2021 | | | 03, 05, 29, 30, 32, 35 | Application Filed | STDH.T0961U S.AP1 | STANDARD HOMEOPATHIC COMPANY |

| | | | | | | | | | |
|----------------------------------|-----------------------------|------------|------------|---------|-----------|---------------------------|----------------------|----------------------|------------------------------------|
| DESIGN (Leaves - Tricolor) | United States of America | 90/882,669 | 8/13/2021 | | | 03, 05, 29, 30, 32, 35 | Application Filed | STDH.T0960U S.AP1 | STANDARD HOMEOPATHIC COMPANY |
| GRACE PERIOD | United States of America | 97/042,996 | 9/23/2021 | | | 05 | Application Filed | STDH.T096 3US.AP1 | STANDARD HOMEOPATHIC COMPANY |
| STRESS BUSTERS | United States of America | 97/051,956 | 9/29/2021 | | | 05 | Application Filed | STDH.T096 2US.AP1 | STANDARD HOMEOPATHIC COMPANY |
| LUYTIES | United States of America | 76/515,396 | 4/24/2003 | 2829670 | 4/06/2004 | 05 | Registered | STDH.T082 3US.AP1 | STANDARD HOMEOPATHIC COMPANY |
| 1-800 HOMEOPATH Y | United States of America | 76/349,981 | 12/18/2001 | 2692580 | 3/04/2003 | 35 | Registered | STDH.T081 0US.AP1 | STANDARD HOMEOPATHIC COMPANY |
| BIOPLASMA | United States of America | 79/113,779 | 1/24/1977 | 1155235 | 5/16/1981 | 05 | Registered | STDH.T080 4US.AP1 | STANDARD HOMEOPATHIC COMPANY |