

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM775071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HERB PHARM, LLC		12/16/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank, as Administrative Agent		
Street Address:	135 N. Los Robles Ave., 3rd Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5329936	HERB PHARM TREAT YOURSELF TO BETTER HEAL	
Registration Number:	5329937	HERB PHARM TREAT YOURSELF TO BETTER HEAL	
Registration Number:	5329922	HERB PHARM	
Registration Number:	5329923	HERB PHARM	
Serial Number:	97176186	ANXIETY SOOTHER	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	332779-17		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	12/19/2022		

CH \$140.00 5329936

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of December 16, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by HERB PHARM, LLC, a Delaware limited liability company (the “Grantor”), in favor of EAST WEST BANK, as administrative agent (in such capacity, the “Administrative Agent”) for the lenders party to that certain Credit Agreement dated as of September 15, 2017, among the Grantor, the several banks and other lenders from time to time party thereto (the “Lenders”, and collectively with the Administrative Agent, the “Creditor Parties”), and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

Reference is also made to that certain Security Agreement dated as of September 15, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the Borrower, the Grantor and the other parties thereto in favor of the Administrative Agent for the benefit of the Credit Parties.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefit from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the 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 Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did, and hereby does, grant to Administrative Agent, its successors and assigns, for the benefit of the Credit Parties, a security interest in, all of Grantor’s right, title or interest in or to any and all of the following assets and properties (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration 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 I (the “Trademarks”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any Intent-to-Use Applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such Intent-to-Use Applications matures into an Actual Use Application by the Grantor’s receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an “Amendment to Alleged Use” or “Statement of Use,” such Intent-to-Use Application shall

immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Actual Use Application.

SECTION 3. ***Security Agreement.*** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Creditor Parties with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 5. ***Execution In Counterparts.*** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

GRANTOR

HERB PHARM, LLC, a Delaware limited liability company

By: 
Name: Karla Wright Hayden
Title: Chief Financial Officer

Schedule I

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner/ Applicant
ANXIETY SOOTHER	97176186	12/16/2021	--	--	Herb Pharm, LLC
HERB PHARM TREAT YOURSELF TO BETTER HEALTH	86170305	1/20/14	5329936	11/7/17	Herb Pharm, LLC
HERB PHARM TREAT YOURSELF TO BETTER HEALTH	86170306	1/20/14	5329937	11/7/17	Herb Pharm, LLC
HERB PHARM	86117907	11/13/13	5329922	11/7/17	Herb Pharm, LLC
HERB PHARM	86117919	11/13/13	5329923	11/7/17	Herb Pharm, LLC