

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782843

| | | | |
|-----------------------------------|---|--|-----------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | Trademark Security Agreement | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Honest Company, Inc. | | 01/25/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A. | | |
| Street Address: | 3 Park Plaza, Suite 900 | | |
| City: | Irvine | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 92614 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 60 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6167658 | 7 SLEEPS TO GLOWIER SKIN | |
| Registration Number: | 6816435 | B·L·A·C BLACK LEADERSHIP, ALLIES & COMMU | |
| Registration Number: | 5267539 | BORN A FAN | |
| Registration Number: | 5581009 | CHEEK TO CHEEK | |
| Registration Number: | 5733947 | CLEAN BEAUTY THAT WORKS | |
| Registration Number: | 5530352 | CLEAN BEAUTY THAT WORKS | |
| Serial Number: | 97583676 | CLEAN CONSCIOUS DIAPERS | |
| Registration Number: | 5000211 | DEPENDABLY CLEAR | |
| Registration Number: | 5204208 | DOWNLOAD HAPPINESS | |
| Registration Number: | 5005146 | ELEVATED HYDRATION | |
| Registration Number: | 4938036 | EVERYTHING PRIMER | |
| Registration Number: | 6063462 | HONEST | |
| Registration Number: | 6839596 | HONEST | |
| Registration Number: | 5588550 | HONEST | |
| Registration Number: | 4744028 | HONEST | |
| Registration Number: | 4696715 | HONEST | |
| Registration Number: | 4506748 | HONEST | |
| Registration Number: | 4664222 | HONEST | |
| Registration Number: | 5291210 | HONEST | |

CH \$1515.00 6167658

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------------|
| Registration Number: | 6309022 | HONEST BABY CLOTHING |
| Registration Number: | 6309023 | HONEST BABY CLOTHING |
| Registration Number: | 5377045 | HONEST BEAUTY |
| Registration Number: | 4994922 | HONEST BEAUTY |
| Registration Number: | 4893763 | HONEST BEAUTY |
| Registration Number: | 4878813 | HONEST BEAUTY |
| Registration Number: | 4739220 | HONEST BEAUTY |
| Registration Number: | 5530483 | HONEST BEAUTY |
| Registration Number: | 5508818 | HONEST BEAUTY |
| Registration Number: | 5381097 | HONEST BEAUTY |
| Registration Number: | 4964802 | HONEST BEAUTY |
| Registration Number: | 5036713 | HONEST BEAUTY |
| Registration Number: | 4696706 | HONEST BEAUTY |
| Registration Number: | 3817736 | HONEST BEAUTY |
| Registration Number: | 5296775 | HONEST BEAUTY EVEN BRIGHTER |
| Registration Number: | 3231281 | HONEST FACE |
| Registration Number: | 6556966 | HONEST HYDRATE + CLEANSE |
| Registration Number: | 6804609 | HONEST MAMA |
| Registration Number: | 6556965 | HONEST NOURISH + CLEANSE |
| Registration Number: | 5116940 | HONEST SKINCARE |
| Registration Number: | 3492375 | HONESTBABY |
| Registration Number: | 6816267 | HONESTLY HEALTHY |
| Registration Number: | 6890190 | HONESTLY PURE |
| Registration Number: | 5361095 | HONESTLY PURE RETINOL |
| Registration Number: | 5608762 | HONESTLY SAFE |
| Registration Number: | 5189093 | LESBEHONEST |
| Registration Number: | 6816434 | PARENTS + FRIENDS |
| Registration Number: | 6839598 | THE HONEST CO. |
| Registration Number: | 4720844 | THE HONEST CO. |
| Registration Number: | 4739478 | THE HONEST CO. |
| Registration Number: | 5291212 | THE HONEST CO. |
| Registration Number: | 6839597 | THE HONEST CO. THE HONEST CO. |
| Registration Number: | 5375759 | THE HONEST CO. THE HONEST CO. |
| Registration Number: | 5005152 | THE HONEST CO. THE HONEST CO. |
| Registration Number: | 4739475 | THE HONEST CO. THE HONEST CO. |
| Registration Number: | 4713234 | THE HONEST CO. THE HONEST CO. |
| Registration Number: | 5271406 | THE HONEST CO. THE HONEST CO. |
| Registration Number: | 5471550 | THIS IS CLEAN |

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 5361138 | THIS IS HONEST |
| Registration Number: | 5801338 | W·E·L·L WOMEN EXCELLING IN LEADERSHIP &L |
| Registration Number: | 5403528 | YOUNGER + CLEARER |

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 066397.05-0613 |
| NAME OF SUBMITTER: | Felicia D. Gordon |
| SIGNATURE: | /Felicia D. Gordon/ |
| DATE SIGNED: | 01/27/2023 |

Total Attachments: 18

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of January 25, 2023, by and between THE HONEST COMPANY, INC., a Delaware corporation (the “Grantor”), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the Administrative Agent, the Loan Parties party thereto, and the Lenders, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and IP Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any IP License with respect to Trademarks

provided, in each case, to the extent that it constitutes Collateral (as defined in the Security Agreement).

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. [Reserved].

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by email, .pdf, facsimile or other electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Each party agrees that the electronic signatures of the parties included in this Trademark Security Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signatures" mean any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record pursuant to the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309) as amended from time to time or as provided under the Uniform Commercial Code as adopted by the State of New York. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written.

GRANTOR:

THE HONEST COMPANY, INC.,
a Delaware corporation

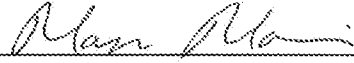
By: 
Name: Kelly Kennedy
Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 007954 FRAME: 0212

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.


By: 
Name: Manju Manwani
Title: Authorized Officer

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

(see attached)

Trademarks

| Country | Mark | App. No./Reg. No. | App. Date/Reg. Date | Status |
|---------------|---|-------------------|---------------------|------------|
| United States | 7 SLEEPS TO GLOWIER SKIN | 6167658 | January 22, 2020 | Registered |
| United States | B.L.A.C BLACK LEADERSHIP, ALLIES & COMMUNITY and Design  | 6816435 | August 9, 2022 | Registered |
| United States | BORN A FAN | 5267539 | August 5, 2017 | Registered |
| United States | CHEEK TO CHEEK | 5581009 | October 9, 2018 | Registered |
| United States | CLEAN BEAUTY THAT WORKS | 5733947 | April 23, 2019 | Registered |
| United States | CLEAN BEAUTY THAT WORKS | 5530352 | July 31, 2018 | Registered |

| Country | Mark | App. No./Reg. No. | App. Date/Reg. Date | Status |
|---------------|------------------------------|-------------------|---------------------|------------|
| United States | CLEAN CONSCIOUS CULTURE | 90678985 | April 28, 2021 | Pending |
| United States | CLEAN CONSCIOUS DIAPERS | 97583676 | September 8, 2022 | Pending |
| United States | CLEAN MASCARA THAT WORKS | 88402763 | April 15, 2019 | Pending |
| United States | CONTENT, COMMUNITY, COMMERCE | 90585205 | March 17, 2021 | Pending |
| United States | DEPENDABLY CLEAR | 5000211 | July 12, 2016 | Registered |
| United States | DOWNLOAD HAPPINESS | 5204208 | May 16, 2017 | Registered |

| Country | Mark | App. No./Reg. No. | App. Date/Reg. Date | Status |
|---------------|--------------------|-------------------|---------------------|------------|
| United States | ELEVATED HYDRATION | 5005146 | July 19, 2016 | Registered |
| United States | EVERYTHING PRIMER | 4938036 | April 12, 2016 | Registered |
| United States | FLARE CARE | 88522774 | July 18, 2019 | Pending |
| United States | HONEST | 6063462 | May 26, 2020 | Registered |
| United States | HONEST | 6839596 | September 6, 2022 | Registered |

| Country | Mark | App. No./Reg. No. | App. Date/Reg. Date | Status |
|---------------|----------------------|-------------------|---------------------|------------|
| United States | HONEST | 5588550 | October 23, 2018 | Registered |
| United States | HONEST | 4744028 | May 26, 2015 | Registered |
| United States | HONEST | 4696715 | March 3, 2015 | Registered |
| United States | HONEST | 4506748 | April 1, 2014 | Registered |
| United States | HONEST | 4664222 | December 30, 2014 | Registered |
| United States | HONEST | 5291210 | September 19, 2017 | Registered |
| United States | HONEST BABY CLOTHING | 6309022 | March 30, 2021 | Registered |

| Country | Mark | App. No./Reg. No. | App. Date/Reg. Date | Status |
|---------------|----------------------|-------------------|---------------------|------------|
| United States | HONEST BABY CLOTHING | 6309023 | March 30, 2021 | Registered |
| United States | HONEST BEAUTY | 5377045 | January 9, 2018 | Registered |
| United States | HONEST BEAUTY | 4994922 | July 5, 2016 | Registered |
| United States | HONEST BEAUTY | 4893763 | January 26, 2016 | Registered |


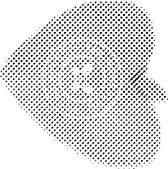
| Country | Mark | App. No./Reg. No. | App. Date/Reg. Date | Status |
|---------------|---------------|-------------------|---------------------|------------|
| United States | HONEST BEAUTY | 4878813 | December 29, 2015 | Registered |
| United States | HONEST BEAUTY | 4739220 | May 19, 2015 | Registered |
| United States | HONEST BEAUTY | 5530483 | July 31, 2018 | Registered |
| United States | HONEST BEAUTY | 5508818 | July 3, 2018 | Registered |




| Country | Mark | App. No./Reg. No. | App. Date/Reg. Date | Status |
|---------------|--|-------------------|---------------------|------------|
| United States | HONEST BEAUTY | 5381097 | January 16, 2018 | Registered |
| United States | HONEST BEAUTY | 4964802 | May 24, 2016 | Registered |
| United States | HONEST BEAUTY | 5036713 | September 6, 2016 | Registered |
| United States | HONEST BEAUTY | 4696706 | March 31, 2015 | Registered |
| United States | HONEST BEAUTY | 3817736 | July 13, 2010 | Registered |
| United States | HONEST BEAUTY EVEN BRIGHTER | 5296775 | September 26, 2017 | Registered |
| United States | HONEST CONTENT, COMMUNITY, COMMERCE | 90585210 | March 17, 2021 | Pending |

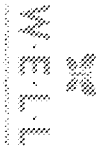
| Country | Mark | App. No./Reg. No. | App. Date/Reg. Date | Status |
|---------------|--------------------------|-------------------|---------------------|------------|
| United States | HONEST FACE | 3231281 | April 17, 2017 | Registered |
| United States | HONEST HYDRATE + CLEANSE | 6556966 | November 9, 2021 | Registered |
| United States | HONEST KIDS CLOTHING | 90678977 | April 28, 2021 | Pending |
| United States | HONEST LIFE | 88723290 | December 11, 2019 | Pending |
| United States | HONEST MAMA | 6804609 | July 26, 2022 | Registered |
| United States | HONEST MAN | 87917927 | May 11, 2018 | Pending |
| United States | HONEST NOURISH + CLEANSE | 6556965 | November 9, 2021 | Registered |
| United States | HONEST OMNI-ANALYTICS | 90449028 | January 5, 2021 | Pending |
| United States | HONEST SKINCARE | 5116940 | January 10, 2017 | Registered |

| Country | Mark | App. No./Reg. No. | App. Date/Reg. Date | Status |
|---------------|--|-------------------|---------------------|------------|
| United States | HONEST U HONEST UNIVERSITY and Design  | 90725350 | May 20, 2021 | Pending |
| United States | HONESTBABY | 3492375 | August 26, 2008 | Registered |
| United States | HONESTLY HEALTHY | 6816267 | August 9, 2022 | Registered |
| United States | HONESTLY PURE | 6890190 | November 1, 2022 | Registered |
| United States | HONESTLY PURE | 90115732 | August 14, 2020 | Pending |
| United States | HONESTLY PURE RETINOL | 5361095 | December 19, 2017 | Registered |
| United States | HONESTLY SAFE | 5608762 | November 13, 2018 | Registered |

| Country | Mark | App. No./Reg. No. | App. Date/Reg. Date | Status |
|---------------|---|-------------------|---------------------|------------|
| United States | HONESTO | 87630277 | October 2, 2017 | Pending |
| United States | LESBEHONEST | 5189093 | April 25, 2017 | Registered |
| United States | MIND, FULLY, MADE. | 90678993 | April 28, 2021 | Pending |
| United States | PARENTS + FRIENDS and Design  | 6816434 | August 9, 2022 | Registered |
| United States | PARENTS + FRIENDS | | | |
| United States | THE HONEST CO. | 6839598 | September 6, 2022 | Registered |
| United States | THE HONEST CO. | 4720844 | April 14, 2015 | Registered |
| United States | THE HONEST CO. | 4739478 | May 19, 2015 | Registered |

| Country | Mark | App. No./Reg. No. | App. Date/Reg. Date | Status |
|---------------|--|-------------------|---------------------|------------|
| United States | THE HONEST CO. | 5291212 | September 19, 2017 | Registered |
| United States | THE HONEST CO. THE HONEST CO. and Design | 6839597 | September 6, 2022 | Registered |
| United States |  THE HONEST CO. THE HONEST CO. and Design | 5375759 | January 9, 2018 | Registered |
| United States |  THE HONEST CO. THE HONEST CO. and Design | 5005152 | July 19, 2016 | Registered |

| Country | Mark | App. No./Reg. No. | App. Date/Reg. Date | Status |
|---------------|--|-------------------|---------------------|------------|
| United States |  THE HONEST CO. THE HONEST CO. and Design | 4739475 | May 19, 2015 | Registered |
| United States |  THE HONEST CO. THE HONEST CO. and Design | 4713234 | March 31, 2015 | Registered |
| United States |  THE HONEST CO. THE HONEST CO. and Design | 5271406 | August 22, 2017 | Registered |
| United States | THIS IS CLEAN | 5471550 | May 15, 2018 | Registered |

| Country | Mark | App. No./Reg. No. | App. Date/Reg. Date | Status |
|---------------|--|-------------------|---------------------|------------|
| United States | THIS IS HONEST | 5361138 | December 19, 2017 | Registered |
| United States | W·E·L·L WOMEN EXCELLING IN LEADERSHIP & LIVING and Design  | 5801338 | July 9, 2019 | Registered |
| United States | YOUNGER + CLEARER | 5403528 | February 13, 2018 | Registered |