

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799363

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
True Botanicals, Inc.		03/30/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LAGO Innovation Fund II, LLC		
Street Address:	c/o BIP Capital, 3575 Piedmont Road, Building 15,		
Internal Address:	Suite 730		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5254552	TRUE BOTANICALS	
Registration Number:	5181657	THIS IS SERIOUS LUXURY	
Registration Number:	5245497	TRANSFORMATIVE RESULTS FOR EVERY SKIN TY	
Registration Number:	5245501	TRANSFORMATION BEGINS HERE.	
Registration Number:	5309571	TRUE BOTANICALS	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
<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:	4048156500		
Email:	tadmin@kilpatricktownsend.com		
Correspondent Name:	Shannon Baxter/Kilpatrick Townsend & S		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	Mailstop: IP Docketing - 22		
Address Line 4:	Atlanta, GEORGIA 30309-6555		
NAME OF SUBMITTER:	Shannon C. Baxter		
SIGNATURE:	/Shannon C. Baxter/		
DATE SIGNED:	03/31/2023		

OP \$140.00 5254552

Total Attachments: 3

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

March 30, 2023

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, TRUE BOTANICALS, INC., a Delaware corporation (“Grantor”), having its principal office at 522 Washington Street, San Francisco, CA 94111, hereby grants to LAGO Innovation Fund II, LLC, a Delaware limited liability company (in such capacity, “Agent”), for the benefit of Secured Creditors, a security interest in (a) all of Grantor’s right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto (collectively, the “Marks”, and each, a “Mark”), (b) the goodwill of the businesses with which each Mark is associated, (c) all claims and causes of action arising prior to or after the date hereof for infringement or dilution of any Mark, unfair competition regarding any Mark or injury to the goodwill associated with any Mark, (d) all of Grantor’s rights corresponding thereto throughout the world and (e) all proceeds and products of each Mark.

This Grant of Security Interest in United States Trademarks (this “Grant”) is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain Loan and Security Agreement dated as of the date hereof among Grantor, the Lenders from time to time party thereto and Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”; capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement). Upon termination of the Loan Agreement, Agent shall execute, acknowledge and deliver to Grantor, upon Grantor’s request and at Grantor’s expense, an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Agent, for the benefit of Secured Creditors, under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted herein are as set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Agent. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals. This Grant is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[Remainder of this page intentionally left blank.]

above. IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date set forth

GRANTOR:

TRUE BOTANICALS, INC.

By: Tracy Hart
Name: Tracy Hart
Title: Chief Financial Officer

Schedule A to Grant of Security Interest in United States Trademarks

Mark	Registration Number	Registration Date	Expiration Date (unless renewed)
TRUE BOTANICALS	5254552	8/1/17	8/1/27
THIS IS SERIOUS LUXURY	5181657	4/11/17	4/11/27
TRANSFORMATIVE RESULTS FOR EVERY SKIN TYPE.	5245497	7/18/17	7/18/27
TRANSFORMATION BEGINS HERE.	5245501	7/18/17	7/18/27
TRUE BOTANICALS (stylized and/or with design)	5309571	10/17/17	10/17/27