

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814441

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlantis Consumer Healthcare Inc.		06/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Administrative Agent		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	5962408	AVRIO HEALTH	
Registration Number:	6825028	BETADINE	
Registration Number:	657663	BETADINE	
Registration Number:	1559504	BETADINE	
Registration Number:	1601849	BETADINE	
Registration Number:	2289922	BETADINE	
Registration Number:	2225977	BETADINE	
Registration Number:	1803605	BETASEPT	
Registration Number:	3969756	CLEAN HANDS SAVE LIVES	
Registration Number:	670133	COLACE	
Registration Number:	4733128	COLACE CLEAR	
Registration Number:	1909136	COMFORT PROMISE	
Registration Number:	2038989	COMFORT PROMISE PURIFIED SENNA	
Registration Number:	6003450	GINGER CARE	
Registration Number:	1932138	H	
Registration Number:	654710	PERI-COLACE	
Registration Number:	569581	SENOKOT	
Registration Number:	975365	SENOKOT	
Registration Number:	5873819	SENOKOT	

CH \$715.00 5962408

Property Type	Number	Word Mark
Registration Number:	6816158	SENOKOT
Registration Number:	4088293	SENOKOT
Registration Number:	1178790	SENOKOTS
Registration Number:	4088294	SENOKOT-S
Registration Number:	1547933	SENOKOTXTRA
Registration Number:	1143080	SLOWMAG
Registration Number:	5898520	SLOWMAG
Registration Number:	5818050	SLOWMAG MG
Registration Number:	4088047	WORKS GENTLY. WORKS OVERNIGHT.

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	096939-30710
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	06/01/2023

Total Attachments: 6

source=Arcadia - Trademark Security Agreement (1L) (Atlantis Consumer Healthcare Inc.) - (Executed)
4870-2919-2039 1#page1.tif

source=Arcadia - Trademark Security Agreement (1L) (Atlantis Consumer Healthcare Inc.) - (Executed)
4870-2919-2039 1#page2.tif

source=Arcadia - Trademark Security Agreement (1L) (Atlantis Consumer Healthcare Inc.) - (Executed)
4870-2919-2039 1#page3.tif

source=Arcadia - Trademark Security Agreement (1L) (Atlantis Consumer Healthcare Inc.) - (Executed)
4870-2919-2039 1#page4.tif

source=Arcadia - Trademark Security Agreement (1L) (Atlantis Consumer Healthcare Inc.) - (Executed)
4870-2919-2039 1#page5.tif

source=Arcadia - Trademark Security Agreement (1L) (Atlantis Consumer Healthcare Inc.) - (Executed)
4870-2919-2039 1#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2023, is made by Atlantis Consumer Healthcare Inc., a Delaware corporation (the “Grantor”), in favor of Churchill Agency Services LLC (“Churchill”), as collateral agent and as administrative agent (in such capacity, the “Administrative Agent”) for the banks and other financial institutions or entities (the “Secured Parties”) in connection with the Credit Agreement referred to below.

W I T N E S S E T H :

WHEREAS, Iaso Parent, Inc., a Delaware corporation (“Holdings”), Grass Merger Sub, Inc., a Delaware corporation, and after giving effect to the Merger, ACP Tara Holdings, Inc., a Delaware corporation (the “Borrower”), the Lenders and the Administrative Agent are parties to that certain Credit Agreement, dated as of September 10, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, Grantor has agreed, pursuant to the Guaranty and Collateral Agreement, dated as of September 10, 2021 (the “Guaranty and Collateral Agreement”), to grant to the Administrative Agent (for the benefit of itself and the Lenders) a security interest in, and lien on, all of the Trademark Collateral (defined below); and

WHEREAS, pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver this Trademark Security Agreement for purposes of recording such security interest with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations, hereby grants to the Administrative Agent for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those listed on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted

hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Guaranty and Collateral Agreement, the Guaranty and Collateral Agreement shall control.

Section 4. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

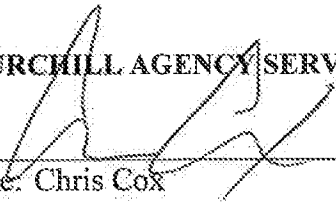
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ATLANTIS CONSUMER HEALTHCARE INC.

By: 
Name: Michael DeBiasi
Title: Chief Executive Officer

ACCEPTED AND AGREED as of the date first above written:

CHURCHILL AGENCY SERVICES LLC, as Collateral Agent



Name: Chris Cox

Title: Senior Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008089 FRAME: 0328

Schedule 1

United States Trademarks

Mark	Record Owner	Status	App. No.	App. Date	Reg. No.	Reg. Date
AVRIO HEALTH	Atlantis Consumer Healthcare Inc.	Registered	87982442	Dec 20, 2017	5962408	Jan 14, 2020
BETADINE	Atlantis Consumer Healthcare Inc.	Registered	90851747	July 27, 2021	6825028	Aug 23, 2022
BETADINE	Atlantis Consumer Healthcare Inc.	Registered	72024162	Feb 11, 1957	657663	Jan 28, 1958
BETADINE	Atlantis Consumer Healthcare Inc.	Registered	73779372	Feb 6, 1989	1559504	Oct 10, 1989
BETADINE	Atlantis Consumer Healthcare Inc.	Registered	73839535	Nov 15, 1989	1601849	Jun 19, 1990
BETADINE	Atlantis Consumer Healthcare Inc.	Registered	75438619	Feb 23, 1998	2289922	Nov 2, 1999
BETADINE	Atlantis Consumer Healthcare Inc.	Registered	75429376	Feb 5, 1998	2225977	Feb 23, 1999
BETASEPT	Atlantis Consumer Healthcare Inc.	Registered	74277567	May 21, 1992	1803605	Nov 9, 1993
CLEAN HANDS SAVE LIVES	Atlantis Consumer Healthcare Inc.	Registered	85135327	Sep 22, 2010	3969756	May 31, 2011
COLACE	Atlantis Consumer Healthcare Inc.	Registered	72001649	Jan 30, 1956	670133	Nov 25, 1958
COLACE CLEAR	Atlantis Consumer Healthcare Inc.	Registered	86282110	May 15, 2014	4733128	May 5, 2015
COMFORT PROMISE	Atlantis Consumer Healthcare Inc.	Registered	74463369	Nov 26, 1993	1909136	Aug 1, 1995
COMFORT PROMISE PURIFIED SENNA Logo	Atlantis Consumer Healthcare Inc.	Registered	75083225	Apr 3, 1996	2038989	Feb 18, 1997
GINGER CARE	Atlantis Consumer Healthcare Inc.	Registered	88097487	Aug 29, 2018	6003450	Mar 3, 2020
H Design	Atlantis Consumer Healthcare Inc.	Registered	74463354	Nov 26, 1993	1932138	Oct 31, 1995
PERI-COLACE	Atlantis Consumer Healthcare Inc.	Registered	72024058	Feb 8, 1957	654710	Nov 19, 1957
SEKOKOT	Atlantis Consumer Healthcare Inc.	Registered	71628800	Apr 26, 1952	569581	Jan 20, 1953
SEKOKOT	Atlantis Consumer Healthcare Inc.	Registered	72452765	Mar 28, 1973	975365	Dec 25, 1973
SEKOKOT	Atlantis Consumer Healthcare Inc.	Registered	88360684	Mar 28, 2019	5873819	Oct 1, 2019
SEKOKOT	Atlantis Consumer Healthcare Inc.	Registered	90531796	Feb 17, 2021	6816158	Aug 9, 2022
SEKOKOT Logo	Atlantis Consumer Healthcare Inc.	Registered	77727321	May 1, 2009	4088293	Jan 17, 2012
SEKOKOTS	Atlantis Consumer Healthcare Inc.	Registered	73267650	Jun 23, 1980	1178790	Nov 24, 1981
SEKOKOT-S Logo	Atlantis Consumer Healthcare Inc.	Registered	77727337	May 1, 2009	4088294	Jan 17, 2012
SEKOKOTXTRA	Atlantis Consumer Healthcare Inc.	Registered	73758378	Oct 17, 1988	1547933	Jul 18, 1989
SLOWMAG	Atlantis Consumer Healthcare Inc.	Registered	73074527	Apr 26, 1976	1143080	Dec 16, 1980
SLOWMAG	Atlantis Consumer Healthcare Inc.	Registered	88085230	Aug 20, 2018	5898520	Oct 29, 2019
SLOWMAG MG and	Atlantis Consumer	Registered	88085212	Aug 20,	5818050	Jul 30,

Mark	Record Owner	Status	App. No.	App. Date	Reg. No.	Reg. Date
Design	Healthcare Inc.			2018		2019
WORKS GENTLY. WORKS OVERNIGHT.	Atlantis Consumer Healthcare Inc.	Registered	85370331	Jul 13, 2011	4088047	Jan 17, 2012