

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846530

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATLANTIS CONSUMER HEALTHCARE INC.		07/11/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 WEST WASHINGTON ST., 9TH FLOOR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
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: 2028874288

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: 2028874000

Email: mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com

Correspondent Name: AKIN GUMP STRAUSS HAUER & FELD LLP

Address Line 1: 2001 K Street N.W.

Address Line 4: Washington DC, D.C. 20006

ATTORNEY DOCKET NUMBER:	104028.0002
NAME OF SUBMITTER:	Mussie B Beyene
SIGNATURE:	/MUSSIE B BEYENE/
DATE SIGNED:	10/17/2023

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 11, 2023 (this “Trademark Security Agreement”), is made by each of the Grantors party hereto from time to time, in favor of Alter Domus (US) LLC (“Alter Domus”), as Collateral Agent (in such capacity, the “Collateral Agent”) for the Secured Parties, including the lenders, banks and other financial institutions or entities from time to time parties to the Second Lien Credit Agreement as Lenders (the “Lenders”), dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among laso Parent, Inc., as Delaware corporation (“Holdings”), ACP Tara Holdings, Inc., a Delaware corporation (the “Borrower”), the Lenders and Alter Domus, as administrative agent and Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to that certain Second Lien Guarantee and Collateral Agreement, dated as of September 10, 2021, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which each Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Trademark Security Agreement, in order to record the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following (collectively, the “Trademark Collateral”):

- a. all of its U.S. Trademarks, including, without limitation, those referred to on Schedule I hereto;
- b. all renewals and extensions of the foregoing;

c. all goodwill of the business connected with the use of, and symbolized by, each of the foregoing;

d. all rights to sue or otherwise recover at law or in equity for any past, present or future infringement, dilution or other violation or impairment thereof; and

e. all income, royalties, proceeds, damages and liabilities at any time due or payable or asserted under and with respect to any of the foregoing.

Notwithstanding anything contained herein, the foregoing grant of security interest shall not apply to any United States "intent to use" Trademark applications for which a statement of use or affidavit of use has not been filed with and accepted by the United States Patent and Trademark Office (but only until such statement or affidavit is filed and accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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. 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 control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

Section 5. Successors and Assigns. The provisions of this Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.


Section 6. 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 law of the State of New York.

- Remainder of page intentionally blank; signature page follows -

IN WITNESS WHEREOF, each 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.

Grantors:

ATLANTIS CONSUMER HEALTHCARE INC.

By: 
Name: Frank Van Slyck
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008230 FRAME: 0131

ACCEPTED AND AGREED as of the date first above written:

ALTER DOMUS (US) LLC,
as Collateral Agent

By:  _____
Name:
Title: Matthew Trybula
Associate Counsel

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

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	Registered	72001649	Jan 30,	670133	Nov 25,

Mark	Record Owner	Status	App. No.	App. Date	Reg. No.	Reg. Date
	Consumer Healthcare Inc.			1956		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
SENOKOT	Atlantis Consumer Healthcare Inc.	Registered	71628800	Apr 26, 1952	569581	Jan 20, 1953
SENOKOT	Atlantis Consumer Healthcare Inc.	Registered	72452765	Mar 28, 1973	975365	Dec 25, 1973
SENOKOT	Atlantis Consumer Healthcare Inc.	Registered	88360684	Mar 28, 2019	5873819	Oct 1, 2019
SENOKOT	Atlantis Consumer Healthcare Inc.	Registered	90531796	Feb 17, 2021	6816158	Aug 9, 2022

Mark	Record Owner	Status	App. No.	App. Date	Reg. No.	Reg. Date
SENOKOT Logo	Atlantis Consumer Healthcare Inc.	Registered	77727321	May 1, 2009	4088293	Jan 17, 2012
SENOKOTS	Atlantis Consumer Healthcare Inc.	Registered	73267650	Jun 23, 1980	1178790	Nov 24, 1981
SENOKOT-S Logo	Atlantis Consumer Healthcare Inc.	Registered	77727337	May 1, 2009	4088294	Jan 17, 2012
SENOKOTXTRA	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 Design	Atlantis Consumer Healthcare Inc.	Registered	88085212	Aug 20, 2018	5818050	Jul 30, 2019
WORKS GENTLY. WORKS OVERNIGHT.	Atlantis Consumer Healthcare Inc.	Registered	85370331	Jul 13, 2011	4088047	Jan 17, 2012

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