

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PBIGROUP, LLC		12/19/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	135 N. Los Robles, 3rd Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Banking Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	7232352	BLAZIN HOT	
Registration Number:	7232351	CHOOSE HAPPY	
Registration Number:	7203562	BEAUTY ACTIVES	
Registration Number:	6140453	TRIPLE MOISTURE	
Serial Number:	97850797	SUN & SAND	
Serial Number:	97850731	HYDRO WHIP FACIAL	
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:	332779-44		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	12/19/2023		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of December 19, 2023 (the “Effective Date”) by and between PBIGROUP, LLC, a Delaware limited liability company (the “Grantor”) and EAST WEST BANK (the “Lender”) for the benefit of Lender (as defined in the Credit Agreement or the Guarantee and Security Agreement as applicable in each case as referred to below).

Reference is made to that certain Credit Agreement dated as of August 26, 2019 among Grantor, Hempz Technologies, LLC, a Delaware limited liability company (“Holdings”), and the Lender (as amended by that certain First Amendment to Credit Agreement dated as of April 25, 2023 and that certain Second Amendment to Credit Agreement, dated as of the date hereof and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

Reference is also made to that certain Guarantee and Security Agreement dated as of August 26, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Security Agreement”), by the Grantor and Holdings in favor of the Lender.

The Lender has agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lender 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 Lender 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 Guarantee and 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. As collateral security for the Obligations, the Grantor hereby grants to the Lender, its successors and assigns, a security interest in, all of Grantor’s right, title or interest in or to any and all of the following assets and properties, to the extent such assets and properties constitute Collateral (collectively, the “Trademark Collateral”):

(1) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, fictitious business names, trade styles, trade dress, trade secrets, designs, 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; (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark, including damages and payments for past, present or future infringements thereof; (3) rights to sue for past, present and future infringements thereof, (4) rights corresponding thereto throughout the world,

and (5) renewals and proceeds of any of the foregoing (collectively (1)-(5), the "Trademarks"); (6) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding anything contained in this Agreement to the contrary, the term "Trademark Collateral" shall not include any Excluded Collateral.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

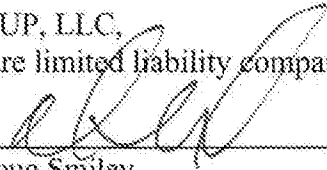
Section 5. Governing Law. This Agreement and the rights and obligations of the Grantor hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Guarantee and Security Agreement or the Credit Agreement, the provisions of the Guarantee and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

PBIGROUP, LLC,
a Delaware limited liability company

By: 
Name: Doug Smiley
Title: Chief Financial Officer

EAST WEST BANK, as Lender

By: 
Name: Patrick Haffey
Title: FVP-Sponsor Finance

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Owner Name	Mark	Jurisdiction	Status	Application Number	Application Date	Registration Number	Registration Date
PBIGROUP, LLC	SUN & SAND	US	Published 6/20/2023 (Pending) Notice of Allowance - Issued	97850797	3/22/2023	--	--
PBIGROUP, LLC	HYDRO WHIP FACIAL	US	Published 6/13/2023 Notice of Allowance - Issued	97850731	3/22/2023	--	--
PBIGROUP, LLC	BLAZIN HOT	US	Registered	97849234	3/21/2023	7232352	11/28/2023
PBIGROUP, LLC	CHOOSE HAPPY	US	Registered	97849057	3/21/2023	7232351	11/28/2023
PBIGROUP, LLC	BEAUTY ACTIVES	US	Registered	97514142	7/21/2022	7203562	10/24/2023
PBIGROUP, LLC	TRIPLE MOISTURE	US	Registered	88780200	1/31/2020	6140453	9/1/2020