

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868553

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Primal Life Organics II, LLC		12/14/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Westmount Group LLC		
Street Address:	1330 Avenue of the Americas, Suite 8C		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6975382	PRIMAL LIFE	
Registration Number:	5288757	PRIMAL LIFE ORGANICS	
Registration Number:	5864324	REAL WHITE	
Registration Number:	6975584	REAL WHITE	
Registration Number:	4826687	DIRTY MOUTH	
Registration Number:	6168769	WASH-IT-IZER	
Serial Number:	97359005	GUM DROPS	
Serial Number:	97357010	YOU SMILE WE SMILE	
Serial Number:	97356999	YOUR MOUTH IS OUR MISSION	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,kyle.turnbull@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		

OP \$240.00 6975382

SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	01/16/2024
Total Attachments: 7 source=Primal Life Organics - Trademark Security Agreement#page1.tif source=Primal Life Organics - Trademark Security Agreement#page2.tif source=Primal Life Organics - Trademark Security Agreement#page3.tif source=Primal Life Organics - Trademark Security Agreement#page4.tif source=Primal Life Organics - Trademark Security Agreement#page5.tif source=Primal Life Organics - Trademark Security Agreement#page6.tif source=Primal Life Organics - Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2023, is entered into by PRIMAL LIFE ORGANICS II, LLC, a Delaware limited liability company (the “*Grantor*”), in favor of WESTMOUNT GROUP LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, together with its successors and assigns, the “*Collateral Agent*”).

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of February 28, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in on all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- A. all Trademarks and Trademark Licenses of the Grantor listed on Schedule I attached hereto;
- B. all goodwill associated with such Trademarks and Trademark Licenses;
- C. all Proceeds of any and all of the foregoing; and
- D. all rights to sue for past, present or future infringements and other violations thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Assets.

SECTION 3. Guarantee and Collateral 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 GCA and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the GCA, 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 GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. This Trademark Security Agreement and the security interests granted hereby shall immediately and automatically terminate as set forth in the Credit Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES 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 (OTHER THAN SECTIONS 5 1401 AND 5 1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

[signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

PRIMAL LIFE ORGANICS II, LLC

Justin Sirpilla

By: _____

Name: Justin Sirpilla

Title: President

Accepted and Agreed:

WESTMOUNT GROUP LLC,

By: i80 Group LP, its manager

By: i80 Group A LLC, its general partner

By: _____

Name: Marc Helwani

Title: Managing Member

as Collateral Agent

IN WITNESS WHEREOF, the 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.

Very truly yours,

PRIMAL LIFE ORGANICS II, LLC

By: _____
Name: Justin Sirpilla
Title: President

Accepted and Agreed:

WESTMOUNT GROUP LLC,
By: i80 Group LP, its manager

By: i80 Group A LLC, its general partner
Marc Helwani

By: _____
Name: Marc Helwani
Title: Managing Member

as Collateral Agent


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES

Trademark Registrations:

<u>Owner</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Title</u>
Primal Life Organics, LLC	United States	90615965	6975382	Section 8 & 15 due 2/7/2028-2/7/2029	PRIMAL LIFE
Primal Life Organics, LLC	United States	87032814	5288757	Section 8 & 15 submitted on August 3, 2023. Awaiting USTM Office approval.	PRIMAL LIFE ORGANICS
Primal Life Organics, LLC	United States	88205729	5864324	Section 8 & 15 due 9/17/2024 - 9/17/2025	REAL WHITE
Primal Life Organics, LLC	United States	90749601	6975584	Section 8 & 15 due 2/7/2028-2/7/2029	REAL WHITE
Primal Life Organics, LLC	United States	86541269	4826687	Section 8 & 9 due 10/6/2024 - 10/6/2025	DIRTY MOUTH
Primal Life Organics, LLC	United States	88844244	6168769	Section 8 & 15 due 10/6/2025 - 10/6/2026	WASH-ITIZER
Primal Life Organics, LLC	Australia	2212663	2212663	Renewal due 9/22/2031	PRIMAL LIFE
Primal Life Organics, LLC	Australia	2026660	2026660	Renewal due 7/31/2029	PRIMAL LIFE ORGANICS
Primal Life Organics, LLC	Canada	1808657	TMA1083284	Renewal due 10/5/2030	PRIMAL LIFE ORGANICS
Primal Life Organics, LLC	Canada	1951942	TMA1162882	Renewal due 1/26/2033	REAL WHITE
Primal Life Organics, LLC	China	59579151	59579151	Renewal due 3/20/2032	PRIMAL LIFE


[Schedule I to Trademark Security Agreement]

TRADEMARK
REEL: 008317 FRAME: 0891

Primal Life Organics, LLC	China	59596377	59596377	Renewal due 3/27/2032	PRIMAL LIFE
Primal Life Organics, LLC	China	59590046	49490046	Renewal due 6/6/2032	PRIMAL LIFE
Primal Life Organics, LLC	China	59586142	59586142	Renewal due 3/20/2032	PRIMAL LIFE
Primal Life Organics, LLC	China	59590066	59590066	Renewal due 3/20/2032	PRIMAL LIFE
Primal Life Organics, LLC	China	37973523	37973523	Renewal due 8/6/2031	
Primal Life Organics, LLC	China	32667050	32667050	Renewal due 8/6/2031	
Primal Life Organics, LLC	China	33153700	33153700	Renewal due 6/26/2030	
Primal Life Organics, LLC	China	33153700A	33153700A	Renewal due 8/27/2029	
Primal Life Organics, LLC	China	32667049	32667049	Renewal due 4/13/2029	
Primal Life Organics, LLC	China	32667050	32667050	Renewal due 8/6/2031	PRIMAL LIFE ORGANICS
Primal Life Organics, LLC	China	32667049	32667049	Renewal due 4/13/2029	PRIMAL LIFE ORGANICS
Primal Life Organics, LLC	China	33153700	33153700	Renewal due 8/27/2029	PRIMAL LIFE ORGANICS
Primal Life Organics, LLC	China	37504392	37504392	Renewal due 8/6/2031	REAL WHITE BY PRIMAL LIFE
Primal Life Organics, LLC	China	42742936	42742936	Renewal due 8/28/2031	REAL WHITE BY PRIMAL LIFE
Primal Life Organics, LLC	China	37504391	37504391	Renewal due 5/6/2030	REAL WHITE BY PRIMAL LIFE

Trademark Applications:

[Schedule I to Trademark Security Agreement]

<u>Owner</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Status</u>	<u>Title</u>
Primal Life Organics, LLC	United States	97359005		Opposition by Sunstar Suisse SA, the owner of the mark G.U.M. for toothbrushes. Answer due November 14, 2023	GUM DROPS
Primal Life Organics, LLC	United States	97357010		Notice of Allowance mailed May 30, 2023. Statement of Use Extension of Time due November 30, 2023.	YOU SMILE WE SMILE
Primal Life Organics, LLC	United States	97356999		Statement of Use submitted on October 12, 2023. Awaiting USTM Office approval.	YOUR MOUTH IS OUR MISSION
Primal Life Organics, LLC	Canada	2135019		Application Pending	PRIMAL LIFE
Primal Life Organics, LLC	China	37973522		Application pending	

Trademark Licenses:

None.

4895-5773-6330, v. 10

[Schedule I to Trademark Security Agreement]