

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI55870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUEST PRODUCTS, LLC		02/27/2024	Limited Liability Company: WISCONSIN
ENEMEEZ, LLC		02/27/2024	Limited Liability Company: OREGON
TEC LABORATORIES, INC.	FORMERLY Tec Laboratories, LLC	02/27/2024	Corporation: OREGON
RECEIVING PARTY DATA			
Company Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	131 S Dearborn St, Floor 04		
Internal Address:	Attention: Loan and Agency Servicing		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-5506		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 57			
Property Type	Number	Word Mark	
Serial Number:	87081672	KINGSTON & GRACE	
Serial Number:	85735317	GUARDIAN FOR MEN	
Serial Number:	77575966	DIETCHEK	
Serial Number:	85133266	DRUGHAWK	
Serial Number:	87384955	BLUE GUARD	
Serial Number:	86748958	COPPERFIXX	
Serial Number:	86599405	BLUE SKY OUTDOOR	
Serial Number:	85307785	PROVENT	
Serial Number:	86056564	PROVENT EAROIL	
Serial Number:	90504379	SCRUBGROOVE	
Serial Number:	98098580	ORAHEALTH	
Serial Number:	88836363	BREATHEWELL	
Serial Number:	88048099	ALOCANE	
Serial Number:	88615758	EXERMELTS	

CH \$1440.00.00 87081672

Property Type	Number	Word Mark
Serial Number:	88010525	RENEWING MELTS
Serial Number:	88615874	SLEEPWELL
Serial Number:	97571184	ORACOAT
Serial Number:	97021005	STICK-ON MELTS
Serial Number:	97572940	XYLIMELTS
Serial Number:	77630482	FRESH MELTS
Serial Number:	87355343	
Serial Number:	85754766	XYLIGEL
Serial Number:	76356971	CANKERMELTS
Serial Number:	76353534	ORAHEALTH
Serial Number:	77543074	CLINERE
Serial Number:	85792130	ORACOAT
Serial Number:	87880836	SUN BURNT
Serial Number:	78499382	XYLIGUM
Serial Number:	77810342	SUNBURNT
Serial Number:	87880811	SUNBURNT
Serial Number:	87097595	FIRSTDEGREE
Serial Number:	86736474	MUCH MORE THAN ALOE
Serial Number:	78499386	XYLIMINTS
Serial Number:	87880978	SUNBURNT
Serial Number:	87464326	SUN BURNT
Serial Number:	78375489	ALCOHAWK
Serial Number:	76669387	FIRSTDEGREE
Serial Number:	77158968	XYLIMELTS
Serial Number:	78236922	DOCUSOL
Serial Number:	76145290	ENEMEEZ
Serial Number:	76145292	ENEMEEZ PLUS
Serial Number:	90188540	LICEFREEE! HOME
Serial Number:	87765413	TEC LABS
Serial Number:	90226821	AFTERLICE
Serial Number:	75587625	LICE FREEE!
Serial Number:	85624409	TECNU
Serial Number:	97348003	TECNU DETOX WIPES
Serial Number:	75141298	TEC LABS
Serial Number:	88336800	NUNATURE
Serial Number:	87920640	ORIGINAL NON-TOXIC LICEFREEE!
Serial Number:	75024768	CORTICOOOL
Serial Number:	78454511	TECNU EXTREME

Property Type	Number	Word Mark
Serial Number:	88208679	LICEFREEE
Serial Number:	77525006	LICEFREEE SPRAY!
Serial Number:	87826134	TECNU
Serial Number:	76124959	CALAGEL
Serial Number:	90127237	NITDUO

CORRESPONDENCE DATA

Fax Number:

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: 3127018637

Email: ipdocket@mayerbrown.com,wsiegel@mayerbrown.com

Correspondent Name: Mr. William R. Siegel

Address Line 1: 71 S. Wacker Drive

Address Line 2: 42-62

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	24758564
NAME OF SUBMITTER:	William Siegel
SIGNATURE:	William Siegel
DATE SIGNED:	02/27/2024

Total Attachments: 9

- source=08. JPM_Quest - Trademark Security Agreement (Executed)(762209821.4)#page1.tif
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CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of February 27, 2024 by and from QUEST PRODUCTS, LLC, a Wisconsin limited liability company, ENEMEEZ, LLC, an Oregon limited liability company and TEC LABORATORIES, INC., an Oregon corporation (t/b/k/a Tec Laboratories, LLC, a Delaware limited liability company) (each, a "Grantor", and collectively, the "Grantors"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, QP Holding Corp., OraHealth, LLC, Alliance Labs, LLC, the Grantors (collectively, the "Borrowers"), the Grantee, the other Loan Parties party thereto and the Lenders party thereto have entered into that certain Credit Agreement, dated as of February 27, 2024 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Borrowers, the other Loan Parties party thereto and the Grantee have entered into that certain Pledge and Security Agreement, dated as of February 27, 2024 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, each Grantor owns the respective trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete payment and performance of all the Secured Obligations. Upon the Payment in Full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), the security interest acquired by the Grantee under this Confirmatory Grant shall be automatically released and the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantors all reasonably requested instruments in writing or otherwise, evidencing such release.


(b) Each Grantor hereby grants to the Grantee a security interest in (1) all of such Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by such Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto on 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 Confirmatory Grant that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant. The parties hereto agree that Section 9.06(b) of the Credit Agreement shall apply to this Confirmatory Grant, mutatis mutandis.


4) Governing Law. This Confirmatory Grant 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.

IN WITNESS WHEREOF, each Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.


QUEST PRODUCTS, LLC, as a Grantor

By: 
Name: Anders R. Rosenquist
Title: Vice President

ENEMEEZ, LLC, as a Grantor

By: 
Name: Anders R. Rosenquist
Title: Vice President

TEC LABORATORIES, INC, as a Grantor

By: 
Name: Anders R. Rosenquist
Title: Vice President

CONFIRMATORY GRANT OF SECURITY INTEREST
 IN UNITED STATES TRADEMARKS
 Exhibit A - SCHEDULE OF TRADEMARKS

No.	Application No.	Registration No.	Trademark	Owner of Record
1)	87081672	5370954	KINGSTON & GRACE	QUEST PRODUCTS, LLC
2)	85735317	4390957	GUARDIAN FOR MEN	QUEST PRODUCTS, LLC
3)	77575966	3612217	DIETCHEK	QUEST PRODUCTS, LLC
4)	85133266	3965515	DRUGHAWK	QUEST PRODUCTS, LLC
5)	87384955	5377882	BLUE GUARD	QUEST PRODUCTS, LLC
6)	86748958	5005023	COPPERFIXX	QUEST PRODUCTS, LLC
7)	86599405	5018690	BLUE SKY OUTDOOR	QUEST PRODUCTS, LLC
8)	85307785	4079618	PROVENT	QUEST PRODUCTS, LLC
9)	86056564	4528869	PROVENT EAROIL	QUEST PRODUCTS, LLC

10)	90504379	6595068	SCRUBGROOVE	QUEST PRODUCTS, LLC
11)	98098580		ORAHEALTH	QUEST PRODUCTS, LLC
12)	88836363	6231743	BREATHWELL	QUEST PRODUCTS, LLC
13)	88048099	5691129	ALOCANE	QUEST PRODUCTS, LLC
14)	88615758	6028681	EXERMELTS	QUEST PRODUCTS, LLC
15)	88010525	5817698	RENEWING MELTS	QUEST PRODUCTS, LLC
16)	88615874	6028687	SLEEPWELL	QUEST PRODUCTS, LLC
17)	97571184	7182535	ORACOAT	QUEST PRODUCTS, LLC
18)	97021005	7289394	STICK-ON MELTS	QUEST PRODUCTS, LLC
19)	97572940	7274166	XYLIMELTS	QUEST PRODUCTS, LLC

20)	77630482	4237982	FRESH MELTS	QUEST PRODUCTS, LLC
21)	87355343	5455371	[design only]	QUEST PRODUCTS, LLC
22)	85754766	4495764	XYLIGEL	QUEST PRODUCTS, LLC
23)	76356971	2856367	CANKERMELTS	QUEST PRODUCTS, LLC
24)	76353534	2832597	ORAHEALTH	QUEST PRODUCTS, LLC
25)	77543074	3641069	CLINERE	QUEST PRODUCTS, LLC
26)	85792130	4350307	ORACOAT	QUEST PRODUCTS, LLC
27)	87880836	5718246	SUN BURNT	QUEST PRODUCTS, LLC
28)	78499382	3146586	XYLIGUM	QUEST PRODUCTS, LLC
29)	77810342	3741416	SUNBURNT	QUEST PRODUCTS, LLC

30)	87880811	5718245	SUNBURNT	QUEST PRODUCTS, LLC
31)	87097595	5320323	FIRSTDEGREE	QUEST PRODUCTS, LLC
32)	86736474	5011263	MUCH MORE THAN ALOE	QUEST PRODUCTS, LLC
33)	78499386	3146587	XYLIMINTS	QUEST PRODUCTS, LLC
34)	87880978	5778936	SUNBURNT	QUEST PRODUCTS, LLC
35)	87464326	5466510	SUN BURNT	QUEST PRODUCTS, LLC
36)	78375489	2939977	ALCOHAWK	QUEST PRODUCTS, LLC
37)	76669387	3263372	FIRSTDEGREE	QUEST PRODUCTS, LLC
38)	77158968	3456467	XYLIMELTS	QUEST PRODUCTS, LLC
39)	78236922	2915206	DOCUSOL	ENEMEEZ, LLC
40)	76145290	2716233	ENEMEEZ	ENEMEEZ, LLC

41)	76145292	2750865	ENEMEEZ PLUS	ENEMEEZ, LLC
42)	90188540	6315546	LICEFREEE! HOME	TEC LABORATORIES, INC.
43)	87765413	5559992	TEC LABS	TEC LABORATORIES, INC.
44)	90226821	7255497	AFTERLICE	TEC LABORATORIES, INC.
45)	75587625	2425625	LICE FREEE!	TEC LABORATORIES, INC.
46)	85624409	4264543	TECNU	TEC LABORATORIES, INC.
47)	97348003	7059800	TECNU DETOX WIPES	TEC LABORATORIES, INC.
48)	75141298	2071864	TEC LABS	TEC LABORATORIES, INC.
49)	88336800	6866637	NUNATURE	TEC LABORATORIES, INC.
50)	87920640	5719895	ORIGINAL NON-TOXIC LICEFREEE!	TEC LABORATORIES, INC.
51)	75024768	2074486	CORTICOOL	TEC LABORATORIES, INC.
52)	78454511	3112848	TECNU EXTREME	TEC LABORATORIES, INC.
53)	88208679	5804672	LICEFREEE	TEC LABORATORIES, INC.
54)	77525006	3628628	LICEFREEE SPRAY!	TEC LABORATORIES, INC.

55)	87826134	5555816	TECNU	TEC LABORATORIES, INC.
56)	76124959	2503854	CALAGEL	TEC LABORATORIES, INC.
57)	90127237	6366301	NITDUO	TEC LABORATORIES, INC.