

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408093

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
John Masters Organics, Inc.		08/29/2016	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sumitomo Mitsui Banking Corporation		
<b>Street Address:</b>	Yusen-Odenmacho Building 13-6		
<b>Internal Address:</b>	Nihonbashi-Kodenma-cho Chuo-Ku		
<b>City:</b>	Tokyo		
<b>State/Country:</b>	JAPAN		
<b>Postal Code:</b>	130-0001		
<b>Entity Type:</b>	Corporation: JAPAN		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2127279	JOHN MASTERS	
<b>Registration Number:</b>	3475409	JOHN MASTERS ORGANICS	
<b>Registration Number:</b>	4077276	LIP CALM	
<b>Registration Number:</b>	2114300	SUPER NATURAL BEAUTY	
<b>Serial Number:</b>	87064473	JOHN MASTERS	
<b>Serial Number:</b>	87064493	JOHN MASTERS ORGANICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	rebecca.lederhouse@bakermckenzie.com, colleen.brennan@bakermckenzie.com		
<b>Correspondent Name:</b>	Rebecca Lederhouse		
<b>Address Line 1:</b>	300 East Randolph Street, Suite 5000		
<b>Address Line 2:</b>	Baker & McKenzie LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>NAME OF SUBMITTER:</b>	Rebecca Lederhouse		
<b>SIGNATURE:</b>	/rebecca lederhouse/		
<b>DATE SIGNED:</b>	12/07/2016		

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**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of August 29, 2016, is made by John Masters Organics, Inc. (the "Grantor"), in favor of Sumitomo Mitsui Banking Corporation, in its capacity as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for itself and the Secured Parties (as defined in the Facilities Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Facilities Agreement (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Facilities Agreement"), dated as of June 30, 2016, by and between JMO Holdings Limited (f.k.a. Solare Holdings Limited), as the Parent, John Masters Organic Group, Inc. (f.k.a. Styla International Co., Ltd.), as the Borrower, John Masters Organics International Limited (f.k.a. Solare Subsidiary Limited), as a guarantor, Luxlemans S.A R.L., as Holdco, Sumitomo Mitsui Banking Corporation and Sumitomo Mitsui Trust Bank, Limited, as Arrangers, the lenders party thereto and Sumitomo Mitsui Banking Corporation, as Agent, the lenders have severally agreed to make extensions of credit and other accommodations to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to that certain General Security Agreement, dated as of even date herewith, in favor of the Agent (as amended, restated, supplemented, reaffirmed, ratified, and otherwise modified, the "General Security Agreement"), pursuant to which the Grantor has granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property (as defined therein) and the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

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

Section 2. Grant of Security Interest. The 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 Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 the Grantor (the "Trademarks"):

(a) all of its trademarks, trademark registrations, tradenames and trademark applications, which, in each case, are now or hereafter filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule A attached hereto and made a part hereof;

(b) (i) all reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part of any of the foregoing, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriation, dilution, violation or other impairment thereof, (iii) the right to sue for past, present and future infringements, misappropriation, dilution, violation or other impairment thereof, and (iv) all rights corresponding thereto throughout the world; and

(c) all goodwill of the business connected with the use of, and symbolized by, any of the foregoing.

Section 3. General Security Agreement. The security interest granted pursuant to this Trademark

Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the General Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks subject to a security interest hereunder.

Section 5. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


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.

[SIGNATURE PAGES FOLLOW]

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.

GRANTOR:

**JOHN MASTERS ORGANICS, INC.**

By:   
Name: *Alexandra Frederic Akira Emery*  
Title: *Director*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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**TRADEMARK**  
**REEL: 005942 FRAME: 0025**

AGENT:

**SUMITOMO MITSUI BANKING CORPORATION**

Distribution Dept.

3-2, Marunouchi 1-chome, Chiyoda-ku Tokyo  
100-0005, Japan

By: 

Name: Takafumi Tsuji

Title: General Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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**TRADEMARK**  
**REEL: 005942 FRAME: 0026**

**SCHEDULE A**

**TRADEMARKS**

<u>TRADEMARK NAME</u> ( <u>MARK</u> <u>TYPE/CLASSES</u> )	<u>CASE NUMBER</u>	<u>REGISTRATION</u> <u>NUMBER</u>	<u>REGISTRATION DATE</u>
JOHN MASTERS (Service Mark/ 42 Int.)	159T036	2,127,279	January 6, 1998
JOHN MASTERS ORGANICS (Trademark/ 03 Int., 21 Int.)	159T001-B	3,475,409	July 29, 2008
LIP CALM (Trademark/03 Int.)	159T028	4,077,276	December 27, 2011
SUPER NATURAL BEAUTY (Trademark/-)	159T042	2,114,300	November 18, 1997
JOHN MASTERS (Trademark. Service Mark / 03 Int, 35 Int)	159T057	Pending (Serial Number 87064473)	Pending
JOHN MASTERS ORGANICS (Trademark. Service Mark / 03 Int, 35 Int)	159T058	Pending (Serial Number 87064493)	Pending

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