

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mineral Fusion Natural Brands LLC		07/06/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Commonwealth Bank of Australia		
Street Address:	727 Collins Street		
Internal Address:	Level 20, Tower 1 Collins Square		
City:	Melbourne		
State/Country:	AUSTRALIA		
Postal Code:	VIC 3000		
Entity Type:	Corporation: AUSTRALIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	76660112	MINERAL FUSION	
Serial Number:	86671432	MINERAL FUSION	
Serial Number:	77668598	MINERAL FUSION NATURAL BRANDS	
Serial Number:	77814967	MINERALS ON A MISSION	
Serial Number:	87404853	MAKING BEAUTY HEALTHY	
Serial Number:	87327325	EMPATHY MARKETING	
CORRESPONDENCE DATA			
Fax Number:	4048538806		
<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:	404.853.8000		
Email:	juliemurphy@eversheds-sutherland.com		
Correspondent Name:	Eversheds Sutherland (US) LLP		
Address Line 1:	999 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309-3996		
ATTORNEY DOCKET NUMBER:	36408-0001		
NAME OF SUBMITTER:	Richard Leishman		
SIGNATURE:	/Richard Leishman/		

CH \$165.00 76660112

DATE SIGNED:	07/08/2017
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Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1, dated as of July 6, 2017 (this "Supplement"), is delivered by MINERAL FUSION NATURAL BRANDS LLC, a Delaware limited liability company (the "Debtor") in connection with the Pledge and Security Agreement, dated as of June 30, 2017 (the "Security Agreement"), by BWX BRANDS USA, INC., a Delaware corporation, in favor of COMMONWEALTH BANK OF AUSTRALIA, an Australian company with A.C.N. 123 123 124 (the "Secured Party").

A. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

B. The Debtor has granted a first priority security interest in and lien on and pledged to the Secured Party all of such Debtor's right, title and interest in and to the following property, wherever located and whenever arising or acquired, to secure the payment and performance of the Secured Money: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, or logos, now existing or hereafter adopted or acquired, 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, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including, without limitation, any of the foregoing referred to in the annexed Schedule 1-A and all of the goodwill of the business connected with the use of and symbolized by the foregoing, and all Proceeds of the foregoing (the "Trademark Collateral");

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby grant to the Secured Party a first priority security interest in and lien on and pledges to the Secured Party all of such Debtor's right, title and interest in and to the Trademark Collateral.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the grant of and security interest in, lien on and pledge to the Agent of the Trademark Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

Notwithstanding the foregoing, the Trademark Collateral shall not include and no security interest shall be granted or attach hereunder with respect to any property while and to the extent it constitutes any application for a trademark or service mark filed in the United States Patent and Trademark Office on the basis of the Debtor's intent to use any such mark pursuant to 15 U.S.C. §1051 Section 1(b), unless and until such mark is used in interstate commerce, at which point the Trademark Collateral shall include, and the security interest granted hereunder shall attach to, such application, but such exclusion shall apply only to the extent that granting a lien in such trademark application prior to such use would adversely affect the enforceability or validity of such trademark application,

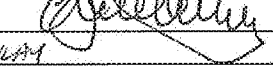
THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

The Secured Party's address is Level 20, Tower 1 Collins Square, 727 Collins Street, Melbourne, VIC 3000, Australia.

[Signature continues on following page.]

IN WITNESS WHEREOF, the Debtor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of the day and year first above written.

MINERAL FUSION NATURAL BRANDS LLC

By: 
Name: AARON SILLMAN
Title: MANAGER
Address: c/o BWX Limited
2 Darby Way
Dandenong South
VIC 3175 Australia

[Trademark Security Agreement Supplement No. 1 – Mineral Fusion Natural Brands LLC]

TRADEMARK
REEL: 006101 FRAME: 0279

SCHEDULE 1-A

TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1

Trademark	Jurisdiction	Application Number	Registration Number	Date of Application	Date of Registration
MINERAL FUSION	US	76660112	3771900	May 16, 2006	April 6, 2010
MINERAL FUSION	US	86671432	5010964	June 23, 2015	August 2, 2016
MINERAL FUSION NATURAL BRANDS	US	77668598	4150455	February 11, 2009	May 29, 2012
MINERALS ON A MISSION	US	77814967	4172030	August 28, 2009	July 10, 2012
MAKING BEAUTY HEALTHY	US	87404853		April 10, 2017	N/A
COLORFUL BY NATURE	US	87327325		February 7, 2017	N/A