

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Focus Consumer Healthcare, LLC		07/21/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pinnacle Bank		
Street Address:	801 Broad Street		
Internal Address:	Suite 100		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37402		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	0595101	BENZODENT	
Registration Number:	1994747	BLUE STAR	
Registration Number:	2046079	BLUE STAR	
Registration Number:	1972070	GARLIQUE	
Registration Number:	0912472	HERPECIN-L	
Registration Number:	2065823	MELATONEX	
Registration Number:	2390476	NEW PHASE	
Registration Number:	0709866	PAMPRIN	
Registration Number:	1471156	PREMSYN PMS	
Registration Number:	0908769	SUN IN	
Registration Number:	1456006	SUN-IN	
Registration Number:	1197606	ULTRASWIM	
Registration Number:	1681731	ULTRASWIM	
Registration Number:	1574265	ZAPZYT	
Registration Number:	1491897	Z	
Registration Number:	3287294	ACNE PACK	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$415.00 0595101

Fax Number: 4235081232

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: 423-757-0232

Email: ccharniak@chamblisslaw.com

Correspondent Name: Paul S. Weidlich

Address Line 1: 605 Chestnut Street

Address Line 2: Suite 1700

Address Line 4: Chattanooga, TENNESSEE 37450

NAME OF SUBMITTER:	Paul S. Weidlich
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SIGNATURE:	/Paul S. Weidlich/
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DATE SIGNED:	08/08/2017
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Total Attachments: 4

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
INTELLECTUAL PROPERTY

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Intellectual Property Security Agreement dated as of July 21, 2017 (as the same may be amended, modified, extended or restated from time to time, the "Security Agreement") between FOCUS CONSUMER HEALTHCARE, LLC, a Delaware limited liability company ("Grantor") and PINNACLE BANK, a Tennessee banking corporation, ("Bank"), the Grantor has granted Bank a continuing security interest in and continuing lien upon all of Grantor's right, title and interest in and to the Intellectual Property (as hereinafter defined) now owned or at any time hereafter acquired by Grantor or in which Grantor now has or any time in the future may acquire any right, title or interest, all whether now or hereafter existing, including all Proceeds (as hereinafter defined) and products of any and all of the Intellectual Property (collectively, the "Collateral") and including specifically, without limitation, the Trademarks (as hereinafter defined) and related Intellectual Property described below:

1. All right and title to BENZODENT, U.S. Registration No. 595,101
2. All right and title to BLUE STAR, U.S. Registration No. 1,994,747
3. All right and title to BLUE STAR, U.S. Registration No. 2,046,079
4. All right and title to GARLIQUE, U.S. Registration No. 1,972,070
5. All right and title to HERPECIN-L, U.S. Registration No. 912,472
6. All right and title to MELATONEX, U.S. Registration No. 2,065,823
7. All right and title to NEW PHASE, U.S. Registration No. 2,390,476
8. All right and title to PAMPRIN, U.S. Registration No. 709,866
9. All right and title to PRĒMSYN PMS, U.S. Registration No. 1,471,156
10. All right and title to SUN IN, U.S. Registration No. 908,769
11. All right and title to SUN-IN, U.S. Registration No. 1,456,006
12. All right and title to ULTRASWIM, U.S. Registration No. 1,197,606
13. All right and title to ULTRASWIM, U.S. Registration No. 1,681,731

14. All right and title to ZAPZYT, U.S. Registration No. 1,574,265
15. All right and title to the trademark ZAPZYT Canadian Trademark Registration Number TMA750194
16. All right and title to the trademark ZAPZYT UK Trademark Number UK00001414253
17. All right and title to the trademark Z (stylized with lightning bolt) U.S. Trademark Registration Number 1,491,897
18. All right and title to the trademark ACNE PACK U.S. Trademark Registration Number 3,287,294
19. All right and title to the U.S. Patent Number 5,811,101 for Composition for Treating Acne
20. All formulas and recipes related to the product lines bearing the Trademarks listed above.
21. All technologies, analytical methods, product formulations, databases, operating manuals, trade secrets, know-how, raw material specifications, product specifications and other intellectual property related to the product lines bearing the Trademarks listed above.
22. All copyrights (whether registered or unregistered) related to the product lines bearing the Trademarks listed above.
23. All web sites (including, but not limited to, domain names and social media accounts) related to the product lines bearing the Trademarks listed above.
24. All of the goodwill associated with the above.

The security interest in the Trademarks, Patents, Copyrights, Trade Secrets, Intellectual Property Licenses, and other Intellectual Property (all as defined below) can be terminated only in accordance with the terms of the Security Agreement.

Capitalized terms used in this Notice have the following meanings:

"Copyrights" means, collectively all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished) all tangible embodiments of the foregoing and all copyright registrations and applications, in each case, whether now owned or existing or hereafter created or acquired by or assigned to Grantor, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to Grantor's use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof all whether now or hereafter owned or existing.

"Intellectual Property" means, collectively, the Patents, Trademarks (excluding only United States intent-to-use Trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications), Copyrights, Trade Secrets, Intellectual Property Licenses and all other industrial, intangible and intellectual property of any type, including mask works and industrial designs, all whether now owned

or existing or hereafter created or acquired by or assigned to Grantor and all Proceeds and products of any of the foregoing.

"Intellectual Property Licenses" means, collectively, with respect to Grantor, all license and distribution agreements with, and covenants not to sue, any other party with respect to any Patent, Trademark, Copyright or Trade Secret or any other patent, trademark, copyright or trade secret, whether Grantor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, all whether now owned or existing or hereafter created or acquired by or assigned to Grantor, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) other rights to use, exploit or practice any or all of the Patents, Trademarks, Copyrights or Trade Secrets or any other patent, trademark, copyright or trade secret.

"Patents" means, collectively all patents issued or assigned to, and all patent applications and registrations made by, Grantor (whether issued, established or registered or recorded in the United States or any other country or any political subdivision thereof) and all tangible embodiments of the foregoing, all whether now existing or hereafter created or organized, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to such Grantor's use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof, all whether now owned or existing or hereafter created or acquired by or assigned to Grantor.

"Proceeds" means "proceeds," as such term is defined in the Uniform Commercial Code in effect in the State of Tennessee and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any person acting under color of governmental authority), (c) all judgments in favor of Grantor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.


"Trade Secrets" means, collectively, with respect to Grantor, all know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, technical, marketing, financial and business data and databases, pricing and cost information, business and marketing plans, customer and supplier lists and information, all other confidential and proprietary information and all tangible embodiments of the foregoing, all whether now owned or existing or hereafter created or acquired by or assigned to Grantor, together with any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to such trade secrets, (ii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto including damages and payments for past, present or

future misappropriations thereof, (iii) rights corresponding thereto throughout the world and (iv) rights to sue for past, present or future misappropriations thereof, all whether now owned or existing or hereafter created or acquired by or assigned to Grantor.

"Trademarks" means, collectively, with respect to Grantor, all trademarks (including service marks), slogans, logos, symbols, certification marks, collective marks, trade dress, uniform resource locators (URL's), domain names, corporate names and trade names, whether statutory or common law, whether registered or unregistered and whether established or registered in the United States or any other country or any political subdivision thereof, including without limitation those listed above, all whether now owned or existing or hereafter created or acquired by or assigned to Grantor, all registrations and applications for the foregoing and all tangible embodiments of the foregoing, all whether now or hereafter existing, together with, in each case, the goodwill symbolized thereby and any and all (i) rights and privileges arising under applicable law and international treaties and conventions with respect to Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof, all whether now owned or existing or hereafter created or acquired by or assigned to Grantor.


Very truly yours,

FOCUS CONSUMER HEALTHCARE, LLC

By: 
Name: Kevin Menzel
Title: Managing Director/Chief Operating Officer

Acknowledged and Accepted:

PINNACLE BANK

By: 
Name: Mark Feemster
Title: Senior Vice President