

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455129

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matrixx Initiatives, Inc.		12/15/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC, as Agent		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4472026		
Registration Number:	4318127	READY. AIM. RELIEF.	
Registration Number:	5297776	GET YOUR BETTER BACK	
CORRESPONDENCE DATA			
Fax Number:	8602402701		
<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:	8602402755		
Email:	meghan.olsen@morganlewis.com		
Correspondent Name:	Meghan Olsen		
Address Line 1:	Morgan Lewis, One State Street		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Meghan Olsen		
SIGNATURE:	/Meghan Olsen/		
DATE SIGNED:	12/18/2017		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of this 15th day of December, 2017 by **MATRIX INITIATIVES, INC.**, a Delaware corporation (the “Grantor”), in favor of **CORTLAND CAPITAL MARKET SERVICES LLC**, in its capacity as collateral agent for the Secured Parties (“Agent”) pursuant to the Note Purchase Agreement (as defined below):

W I T N E S S E T H

WHEREAS, Consumer Health LLC, a Delaware limited liability company (the “Issuer”), the Grantor, the other Guarantors party thereto (collectively with the Issuer and the Grantor, each an “Obligor” and collectively, the “Obligors”), Purchasers and Agent are parties to that certain Note Purchase, Security and Guarantee Agreement of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”);

WHEREAS, the Obligors have granted to Agent, for the benefit of the Secured Parties, a security interest in substantially all of the assets of the Obligors including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Intellectual Property, together with the goodwill of the business symbolized by the Grantor’s United States trademarks, patents, copyrights, and all products and proceeds thereof, to secure the payment of all amounts owing by the Obligors under the Note Purchase Agreement and the Note Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

(i) Incorporation of Note Purchase Agreement. The Note Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Secured Parties are granted in conjunction with the rights and remedies granted under the Note Purchase Agreement, the Note Documents, under the Uniform Commercial Code and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks, Patents and Copyrights (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks, Patents and Copyrights) with or without judicial process upon the occurrence of an Event of Default that is continuing. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Note Purchase Agreement. In the event of a conflict between the terms of this Agreement and the Note Purchase Agreement, the Note Purchase Agreement shall control.

(ii) Grant and Reaffirmation of Grant of Security Interests. 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 Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and hereby reaffirms its grant pursuant to the Note Purchase Agreement, of a Lien on and a security interest in, all of the Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

i. each of its United States trademark registrations and trademark applications, including, without limitation, those listed on Schedule I annexed hereto, each of its United States patent registrations and patent applications, including without limitation, those listed on Schedule II, each of its United States copyright registrations and copyright applications, including, without limitation, those listed on Schedule III (such trademarks, patents and copyrights referred to as the “Trademarks”, “Patents” and “Copyrights” respectively), together with any renewals, reversions, reissues,

reexaminations, continuations, continuations-in-part, divisionals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

ii. all income, royalties, liabilities, products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, patent or copyright, or (b) injury to the goodwill associated with any trademark; but (for the avoidance of doubt) excluding the Excluded Collateral.

(iii) Covenants. The Grantor agrees not to sell, license, grant any option, assign or encumber its rights and interest in the Trademarks, Patents or Copyrights without prior written consent of Agent except to the extent otherwise permitted pursuant to the Note Purchase Agreement.

(iv) Power of Attorney. Upon the occurrence of an Event of Default under the Note Purchase Agreement that is continuing, the Grantor hereby covenants and agrees that Agent, for the benefit of Secured Parties and as the holder of a security interest under the UCC, may take such action permitted under the Note Purchase Agreement, the Note Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks, Patents and/or Copyrights covered hereby. The Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, assignments, documents, papers and instruments (i) necessary for Agent, to use the Trademarks, Patents and/or Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and/or Copyrights to anyone else, provided that any such use by, or any such license granted by, Agent with respect to the Trademarks shall be subject to commercially reasonable quality control standards, or (ii) necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and/or Copyrights to anyone else including, without limitation, the power to execute a trademark/patent/copyright assignment in the form attached hereto as Exhibit 1, provided that the Agent shall not assign or otherwise dispose of any Trademark, Patent or Copyright owned by the Grantor without assigning the assets and goodwill of the business associated therewith; and any assignment not in compliance with the foregoing shall be null and void. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Note Purchase Agreement and the Note Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Note Purchase Agreement is terminated.

(v) Rights and Remedies Not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedies shall not preclude the exercise of any other rights or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent, any Purchaser or their respective permitted successors and/or assigns.

(vi) 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 its Copyrights, Patents and Trademarks, as applicable, subject to a security interest hereunder.

(vii) Counterparts. This 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. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

(viii) Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

(ix) Subordination Agreement. This Agreement, as well as the indebtedness, rights (including all liens and security interests) and obligations evidenced hereby, are and shall at all times be and remain subordinated in right and time of payment to the extent and in the manner set forth in that certain Subordination Agreement (as amended, supplemented, restated, replaced, refinanced or otherwise modified from time to time in accordance with the terms thereof, the "Closing Date Subordination Agreement") dated as of December 15, 2017 by and among MidCap Financial Trust, as the Senior Agent (as defined therein) for the Senior Lenders (as defined therein), and the Subordinated Creditors (as defined therein), to the prior Payment in Full (as defined therein) of all Senior Debt (as defined therein) and any related liens and security interests, and each holder (or agent therefor) of this instrument by its acceptance hereof irrevocably agrees to be bound by the provisions of the Closing Date Subordination Agreement.

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IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first written above.

MATRIX INITIATIVES, INC., as Grantor

By: 
Name: Samir Kamdar
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement -- Matrixx Initiatives (Mezz)]

TRADEMARK
REEL: 006233 FRAME: 0037

**CORTLAND CAPITAL MARKET SERVICES
LLC,**
as Agent

By: 

Name:

Polina Arsenyeva

Title:

Associate Counsel

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER	COUNTRY	MARK	FILING DATE	SERIAL NO.	REGISTRATION DATE	REG. NO.
Matrixx Initiatives, Inc.	U.S.	COLD MONSTER DESIGN--OVER	9/21/2012	85/735,388	1/21/2014	4,472,026
Matrixx Initiatives, Inc.	U.S.	READY. AIM. RELIEF	12/6/2011	85/487,779	4/9/2013	4,318,127
Matrixx Initiatives, Inc.	U.S.	GET YOUR BETTER BACK	7/12/2016	87/101,382	9/26/2017	5,297,776

SCHEDULE II

PATENT REGISTRATIONS AND APPLICATIONS

Issued Patents:

OWNER	COUNTRY	TITLE	FILING DATE	APPLICATION NO.	ISSUE DATE	PATENT NO.
Matrixx Initiatives, Inc.	U.S.	COMPOSITION AND METHOD FOR MOISTURIZING NASAL TISSUE	4/18/2005	11/109,128	10/21/2008	7,439,269
Matrixx Initiatives, Inc.	U.S.	PHARMACEUTICAL COMPOSITIONS COMPRISING PLANT EXTRACTS AND METHODS FOR REDUCING DURATION OF A COMMON COLD USING SAME	7/9/2014	14/327,339	5/19/2015	9,034,401
Matrixx Initiatives, Inc.	U.S.	PHARMACEUTICAL COMPOSITIONS COMPRISING PLANT EXTRACTS AND METHODS FOR REDUCING DURATION OF A COMMON COLD USING SAME	4/29/2015	14/699,676	1/31/2017	9,555,069

Patent Applications:

OWNER	COUNTRY	TITLE	FILING DATE	APPLICATION NO.
Matrixx Initiatives, Inc.	U.S.	PHARMACEUTICAL COMPOSITIONS COMPRISING PLANT EXTRACTS AND METHOD FOR REDUCING DURATION OF A COMMON COLD USING SAME	12/21/2016	15/386,318

SCHEDULE III

COPYRIGHT REGISTRATIONS AND APPLICATIONS


OWNER	COUNTRY	COPYRIGHT	FILING DATE	REG. NO.	REG. DATE
Matrixx Initiatives, Inc.	U.S.	 THE COLD MONSTER	4/24/2013	VA 1-883-639	4/24/2013

EXHIBIT 1

TRADEMARK/PATENT/COPYRIGHT ASSIGNMENT

WHEREAS, [_____] (“Grantor”) is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof (“Trademarks”), (ii) patents and patent applications listed on Schedule B attached hereto and made a part hereof (“Patents”) and (iii) copyrights and copyright applications listed on Schedule C attached hereto and made a part hereof (“Copyrights”); and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said [**Trademarks/Patents/Copyrights**];

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated as of December 15, 2017 between Grantor, certain of its affiliates and Grantee, all of its present and future right, title and interest in and to the [**Trademarks/Patents/Copyrights**] and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark/Patent/Copyright Assignment to be executed as of the ___ day of _____.

[_____]

By: _____