

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prime Meridian Health Clinics Management, LLC		11/08/2019	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	88639132	PRIME MERIDIAN HEALTHCARE	
Serial Number:	88639119	PRIME MERIDIAN HEALTH	
Serial Number:	88118138	OPOCRATES	
Serial Number:	88019600		
Serial Number:	88019591	PRIME MERIDIAN	
Serial Number:	88111288	PRIME MERIDIAN	
Serial Number:	88975239		
Serial Number:	88975238	PRIME MERIDIAN	
Serial Number:	88258715	PRIME MERIDIAN HEALTH CLINICS	
Serial Number:	88086286	PRIME MERIDIAN DIRECT CARE	
Serial Number:	87847769	PRIME MERIDIAN HEALTH CLINICS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 North Wabash		

OP \$290.00 88639132

Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049067-0292

NAME OF SUBMITTER: Heather Poitras

SIGNATURE: /hp/

DATE SIGNED: 11/08/2019

Total Attachments: 5

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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 November 8, 2019 by and from PRIME MERIDIAN HEALTH CLINICS MANAGEMENT, LLC, a Wyoming limited liability company (the "Grantor"), 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, Thrive Holdings, LLC ("Parent"), DOTERRA INTERNATIONAL, LLC ("Company"), Thyme Global, LLC (together with Company, the "Borrowers"), the Grantor and the other Subsidiaries of the Parent, the Lenders and the Grantee have entered into a Credit Agreement dated November 8, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Borrowers, Parent, the Grantor, certain Subsidiaries of the Parent and the Grantee have entered into a Pledge and Security Agreement dated November 8, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

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

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. 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 meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in all of Grantor's right, title and interest in, to and under (i) the Trademarks listed on Exhibit A attached hereto and the goodwill of the business connected with the use of or symbolized by such Trademarks; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without

limitation, damages, claims, and payments for past and future infringements, dilutions, and other violations thereof; (v) all rights to sue for past, present, and future infringements, dilutions and other violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, the Trademark Collateral shall in no event include, and this Confirmatory Grant shall in no event create a security interest in, any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

3) Counterparts. This Confirmatory Grant 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.

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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

PRIME MERIDIAN HEALTH CLINICS
MANAGEMENT, LLC:

By: DOTERRA, INC, as its Manager

By:

Name: Mark A. Wolfert



Title: Executive Vice President and Secretary



Signature Page to
Confirmatory Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 006792 FRAME: 0843

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Title	App. No. App. Date	Registration No. Registration Date	Owner
PRIME MERIDIAN HEALTHCARE	88639132 10/2/19		Prime Meridian Health Clinics Management, LLC
PRIME MERIDIAN HEALTH	88639119 10/2/19		Prime Meridian Health Clinics Management, LLC
OPOCRATES	88118138 10/14/18		Prime Meridian Health Clinics Management, LLC
	88019600 6/28/18		Prime Meridian Health Clinics Management, LLC
 Prime Meridian	88019591 6/28/18		Prime Meridian Health Clinics Management, LLC
PRIME MERIDIAN	88111288 9/10/18		Prime Meridian Health Clinics

Title	App. No. App. Date	Registration No. Registration Date	Owner
			Management, LLC
	88975239 6/28/18	5783777 6/18/19	Prime Meridian Health Clinics Management
 Prime Meridian	88975238 6/28/18	5783776 6/18/19	Prime Meridian Health Clinics Management
 Prime Meridian HEALTH CLINICS	88258715 1/11/19		Prime Meridian Health Clinics Management, LLC
PRIME MERIDIAN DIRECT CARE	88086286 8/21/18		Prime Meridian Health Clinics Management, LLC
PRIME MERIDIAN HEALTH CLINICS	87847769 3/23/18		Prime Meridian Health Clinics Management, LLC