

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM631683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE HONEY POT COMPANY (DE), LLC		03/12/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	4 New York Plaza, 17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4787619	THE HONEY POT	
Registration Number:	5816874	THE HONEY POT	
Registration Number:	5906517	MADE BY HUMANS WITH VAGINAS FOR HUMANS W	
Registration Number:	5906516	THE HONEY POT COMPANY	
Registration Number:	5906515	THE HONEY POT COMPANY	
Registration Number:	5906514	THE HONEY POT COMPANY	
Registration Number:	5803578	THE HONEY POT COMPANY	
Registration Number:	5801593	MADE FOR HUMANS WITH VAGINAS, BY HUMANSW	
Registration Number:	6057706	MADE BY HUMANS WITH VAGINAS FOR HUMANS W	
Registration Number:	6057705	MADE BY HUMANS WITH VAGINAS FOR HUMANS W	
Registration Number:	5928918	POWERED BY HERBS	
Serial Number:	90363730	POWERED BY HERBS AND SCIENCE	
Serial Number:	90171363	CLEAN AND CLINICAL	
Serial Number:	90171336	CLEAN & CLINICAL	
Serial Number:	88831956	THE FUTURE OF FEMININE CARE IS HERE	
Serial Number:	88120979	TARGET THE STRAIN	
Serial Number:	88120977	BALANCE COMES FROM THE INSIDE	
Serial Number:	88120975	HERB-POWERED	
Serial Number:	88032477	THE FUTURE OF FEMININE CARE	
TRADEMARK			

OP \$515.00 4787619

Property Type	Number	Word Mark
Serial Number:	88032461	POWERED BY HERBS

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1340375 TM
NAME OF SUBMITTER:	Andrew Nash
SIGNATURE:	/Andrew Nash/
DATE SIGNED:	03/12/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of March 12, 2021, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and THE HONEY POT COMPANY (DE), LLC, a Delaware limited liability company (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Security Agreement), by and among Lender and the Loan Parties, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

- (a) Any and all Copyrights, including without limitation those set forth on Exhibit A attached hereto;
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) Any and all Patents, including without limitation those set forth on Exhibit B attached hereto;
- (e) Any and all Trademarks, including without limitation those set forth on Exhibit C attached hereto, provided that the security interest under this Agreement shall not extent to, and the Intellectual Property Collateral, shall not include any 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 the validity or

enforceability of or render void or result in the cancellation of, any registration issued as result of such intent-to-use trademark applications under applicable law, provided that upon submission to and acceptance by United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or statement of use pursuant to 15 U.S.C. Section 1051(d) (or any successor provision), such intent-to-use trademark application shall be considered Intellectual Property Collateral;

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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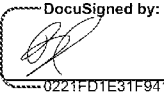
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

The Honey Pot Company (DE), LLC
490 Marietta Street NW, Suite 107
Atlanta, GA 30308
Attention: Beatrice Dixon

THE HONEY POT COMPANY (DE), LLC

By:  _____
0221FD1E31F941E...

Name: Beatrice Dixon

Title: Chief Executive Officer

LENDER:

Address:

JPMorgan Chase Bank, N.A.
237 Park Avenue, 6th Floor
New York, NY 10017
Attention: Lauren Daley

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

The Honey Pot Company (DE), LLC
490 Marietta Street NW, Suite 107
Atlanta, GA 30308
Attention: Beatrice Dixon

THE HONEY POT COMPANY (DE), LLC

By: _____

Name: _____

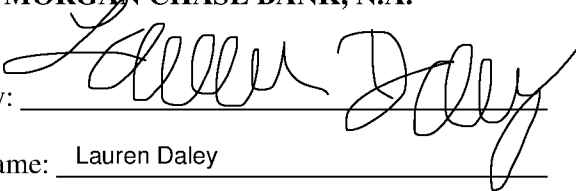
Title: _____

LENDER:

Address:

JPMorgan Chase Bank, N.A.
237 Park Avenue, 6th Floor
New York, NY 10017
Attention: Lauren Daley

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Lauren Daley

Title: Authorized Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007220 FRAME: 0176

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Trademark	Application No. Application Date	Registration No. Registration Date	Status	Owner
The Honey Pot	86/380,509 08/28/2014	4,787,619 08/04/2015	Registered	The Honey Pot Company (DE), LLC
The Honey Pot	87/874,577 04/12/2018	5,816,874 7/30/2019	Registered	The Honey Pot Company (DE), LLC
	88/120,972 9/18/2018	5,906,517 11/12/2019	Registered	The Honey Pot Company (DE), LLC
The Honey Pot Company	88/120,971 9/18/2018	5,906,516 11/12/2019	Registered	The Honey Pot Company (DE), LLC
The Honey Pot Company	88/120,966 9/18/2018	5,906,515 11/12/2019	Registered	The Honey Pot Company (DE), LLC
The Honey Pot Company	88/120,958 9/18/2018	5,906,514 11/12/2019	Registered	The Honey Pot Company (DE), LLC
	88/032,468 7/10/2018	5,803,578 7/16/2019	Registered	The Honey Pot Company (DE), LLC
Made for humans with vaginas, by humans with vaginas. Because it takes one to know one.	87/874,608 4/12/2018	5,801,593 7/9/2019	Registered	The Honey Pot Company (DE), LLC
Made By Humans With Vaginas For Humans With Vaginas	88/639,301 10/2/2019	6,057,706 5/19/2020	Registered	The Honey Pot Company (DE), LLC
Made By Humans With Vaginas For Humans With Vaginas	88/639,295 10/2/2019	6,057,705 5/19/2020	Registered	The Honey Pot Company (DE), LLC
Powered By Herbs	88/975,986 7/10/2018	5,928,918 12/3/2019	Registered	The Honey Pot Company (DE), LLC
Powered by Herbs and Science	90/363,730 12/7/2020		Pending	The Honey Pot Company (DE), LLC

Clean and Clinical	90/171,363 9/10/2020		Pending	The Honey Pot Company (DE), LLC
Clean & Clinical	90/171,336 9/10/2020		Pending	The Honey Pot Company (DE), LLC
The Future of Feminine Care is Here	88/831,956 3/12/2020		Pending	The Honey Pot Company (DE), LLC
Target the Strain	88/120,979 9/18/2018		Pending	The Honey Pot Company (DE), LLC
Balance Comes from the Inside	88/120,977 9/18/2018		Pending	The Honey Pot Company (DE), LLC
Herb-Powered	88/120,975 9/18/2018		Pending	The Honey Pot Company (DE), LLC
The Future of Feminine Care	88/032,477 7/10/2018		Pending	The Honey Pot Company (DE), LLC
Powered by Herbs	88/032,461 7/10/2018		Pending	The Honey Pot Company (DE), LLC