

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728035

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jeen International Corp.		05/13/2022	Corporation: NEW JERSEY
Botanicals Plus, Inc.		05/13/2022	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1300 Thames Street, 4th Floor Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	3355638	JEETERIC
Registration Number:	3355635	JEESPERSE
Registration Number:	3355639	JEESORB
Registration Number:	3355887	JEESILC
Registration Number:	3355641	JEESCREEN
Registration Number:	3355633	JEEQUAT
Registration Number:	3351741	JEEPLEX
Registration Number:	3351661	JEENATE
Registration Number:	3355460	JEEN
Registration Number:	3351658	JEECHEM
Registration Number:	3355634	JEECOL
Registration Number:	3351659	JEECIDE
Registration Number:	3351740	JEEMIDE
Registration Number:	4106544	CPW
Registration Number:	4091366	JEENETIC
Registration Number:	5457194	HARNESSING NATURE'S POWER FROM ROOT TO B
Registration Number:	5690645	EXFOLICARE

CH \$940.00 3355638

Property Type	Number	Word Mark
Registration Number:	5871117	BOTANILYTE
Registration Number:	5690642	BOTANIDEW
Registration Number:	5409319	BOTANICALSPLUS
Registration Number:	5446316	BOTANICALSPLUS
Registration Number:	5462324	NATURE'S POWER AND MAN'S WISDOM
Registration Number:	5690639	TRILURONIC
Serial Number:	90844701	BIOLOJEEN
Serial Number:	90844752	FERMBIOTIC
Serial Number:	90844691	ICE-T
Serial Number:	90844600	JEELAN
Serial Number:	90844568	JEELATE
Serial Number:	90844614	JEELUX
Serial Number:	90844534	JEEMATE
Serial Number:	90844583	JEETHIX
Serial Number:	90840719	OLEOSIL
Serial Number:	90844742	SC-HELP
Serial Number:	90844714	STRATAPHIX
Serial Number:	90840669	TRAP-LOC
Serial Number:	97254907	STRATABIOSYS
Serial Number:	97254905	STRATAZYME

CORRESPONDENCE DATA

Fax Number: 2123548113

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.

Email: iprecordations@whitecase.com

Correspondent Name: Sydney Crute

Address Line 1: 1221 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1130558-0144-CZ49
NAME OF SUBMITTER:	Sydney Crute
SIGNATURE:	/Sydney Crute/
DATE SIGNED:	05/16/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of May 13, 2022, by and among **JEEN INTERNATIONAL CORP.**, a New Jersey corporation ("Jeen"), **BOTANICALS PLUS, INC.**, a Florida corporation ("Botanicals", together with Jeen, the "Grantors", and each, a "Grantor") and **MORGAN STANLEY SENIOR FUNDING, INC.**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, each Grantor is party to a First Lien Pledge and Security Agreement, dated as of October 26, 2017 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto constituting Collateral;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks under this Trademark Security Agreement (without recourse or warranty of any kind, either express or implied).


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on 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 Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

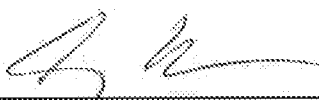
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JEEN INTERNATIONAL CORP.,
as a Grantor

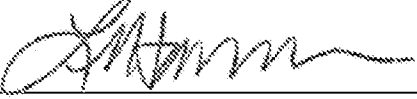
By: 
Name: Craig Yuen
Title: Treasurer, Secretary and Chief Financial Officer

BOTANICALS PLUS, INC.,
as a Grantor

By: 
Name: Craig Yuen
Title: Treasurer, Secretary and Chief Financial Officer

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By:  _____

Name: Lisa Hanson
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
JEETERIC	77146156	3355638	Jeen International Corp.
JEESPERSE	77146135	3355635	Jeen International Corp.
JEESORB	77146162	3355639	Jeen International Corp.
JEESILC	77151980	3355887	Jeen International Corp.
JEESCREEN	77146169	3355641	Jeen International Corp.
JEEQUAT	77146119	3355633	Jeen International Corp.
JEEPLEX	77144102	3351741	Jeen International Corp.
JEENATE	77142363	3351661	Jeen International Corp.
JEEN	77142368	3355460	Jeen International Corp.
JEECHEM	77142337	3351658	Jeen International Corp.
JEECOL	77146129	3355634	Jeen International Corp.
JEECIDE	77142353	3351659	Jeen International Corp.
JEEMIDE	77144092	3351740	Jeen International Corp.
CPW	85173202	4106544	Jeen International Corp.
BIOLOJEEN	90844701	-	Jeen International Corp.
FERMBIOTIC	90844752	-	Jeen International Corp.
ICE-T	90844691	-	Jeen International Corp.
JEELAN	90844600	-	Jeen International Corp.
JEELATE	90844568	-	Jeen International Corp.
JEELUX	90844614	-	Jeen International Corp.

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
JEEMATE	90844534	-	Jeen International Corp.
JEETHIX	90844583	-	Jeen International Corp.
OLEOSIL	90840719	-	Jeen International Corp.
SC-HELP	90844742	-	Jeen International Corp.
STRATAPHIX	90844714	-	Jeen International Corp.
TRAP-LOC	90840669	-	Jeen International Corp.
JEENETIC	77734216	4091366	Jeen International Corp.
STRATABIOSYS	97254907	-	Botanicals Plus, Inc.
STRATAZYME	97254905	-	Botanicals Plus, Inc.
HARNESSING NATURE'S POWER FROM ROOT TO BLOOM	87471971	5457194	Botanicals Plus, Inc.
EXFOLICARE	88042437	5690645	Botanicals Plus, Inc.
BOTANILYTE	88042424	5871117	Botanicals Plus, Inc.
BOTANIDEW	88042405	5690642	Botanicals Plus, Inc.
BOTANICALSPUS (Stylized) BotanicalsPlus	87497186	5409319	Botanicals Plus, Inc.
BOTANICALSPUS	87471897	5446316	Botanicals Plus, Inc.
NATURE'S POWER AND MAN'S WISDOM	87471932	5462324	Botanicals Plus, Inc.
TRILURONIC	88042394	5690639	Botanicals Plus, Inc.