

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813799

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900765819

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Andalou Naturals		11/14/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Commonwealth Bank Of Australia
Street Address:	727 Collins Street
City:	Level 20, Tower 1 Collins Square
State/Country:	AUSTRALIA
Postal Code:	Vic 3000
Entity Type:	Corporation: AUSTRALIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4234432	ANDALOU
Registration Number:	4129408	ANDALOU NATURALS
Registration Number:	4517114	ANDALOU NATURALS FRUIT STEM CELL SCIENCE
Registration Number:	4882848	BEAUTY IS YOU
Registration Number:	5547514	CANNACELL
Registration Number:	5918606	FRUIT STEM CELL SCIENCE
Registration Number:	2788520	NATURE'S INTELLIGENCE
Registration Number:	5353308	NATURE'S INTELLIGENCE
Registration Number:	4803956	PATH OF LIGHT
Registration Number:	5431358	MAKING BEAUTY HEALTHY
Registration Number:	5010964	MINERAL FUSION
Registration Number:	3771900	MINERAL FUSION
Registration Number:	4724697	1000 ROSES

CORRESPONDENCE DATA

Fax Number: 2148558200

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: 2148558000

Email: chris.andersen@nortonrosefulbright.com
Correspondent Name: Chris R. Andersen
Address Line 1: 2200 Ross Avenue, Suite 3600
Address Line 2: Norton Rose Fulbright US LLP
Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER: 1001232103

NAME OF SUBMITTER: Chris Andersen

SIGNATURE: /Chris Andersen/

DATE SIGNED: 05/30/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 2

14 November This TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 2, dated as of 2017 (this "Supplement"), is delivered by ANDALOU NATURALS, a California corporation (the "Debtor") in connection with the Pledge and Security Agreement, dated as of June 30, 2017 (as amended, restated, or supplemented from time to time, the "Security Agreement"), by, among others, BWX BRANDS USA, INC., a Delaware corporation, and the Debtor in favor of COMMONWEALTH BANK OF AUSTRALIA, an Australian company with A.C.N. 123 123 124 (the "Secured Party").

A. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

B. The Debtor has granted a first priority security interest in and lien on and pledged to the Secured Party all of such Debtor's right, title and interest in and to the following property, wherever located and whenever arising or acquired, to secure the payment and performance of the Secured Money: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, or logos, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including, without limitation, any of the foregoing referred to in the annexed Schedule I-A and all of the goodwill of the business connected with the use of and symbolized by the foregoing, and all Proceeds of the foregoing (the "Trademark Collateral");

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby grant to the Secured Party a first priority security interest in and lien on and pledges to the Secured Party all of such Debtor's right, title and interest in and to the Trademark Collateral.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the grant of and security interest in, lien on and pledge to the Agent of the Trademark Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

Notwithstanding the foregoing, the Trademark Collateral shall not include and no security interest shall be granted or attach hereunder with respect to any property while and to the extent it constitutes any application for a trademark or service mark filed in the United States Patent and Trademark Office on the basis of the Debtor's intent to use any such mark pursuant to 15 U.S.C. §1051 Section 1(b), unless and until such mark is used in interstate commerce, at which point the Trademark Collateral shall include, and the security interest granted hereunder shall attach to, such application, but such exclusion shall apply only to the extent that granting a lien in such trademark application prior to such use would adversely affect the enforceability or validity of such trademark application,

THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

The Secured Party's address is Level 20, Tower 1 Collins Square, 727 Collins Street, Melbourne, VIC 3000, Australia.

[Signature continues on following page.]

IN WITNESS WHEREOF, the Debtor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of the day and year first above written.

ANDALOU NATURALS

By: _____

Name: John Humble

Title: Director

Address: c/o BWX Limited
2 Darby Way
Dandenong South
VIC 3175 Australia

[Trademark Security Agreement Supplement No. 2 -- Andalou Naturals]

TRADEMARK
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SCHEDULE 1-A

TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1

Trademark	Jurisdiction	Application Number	Registration Number	Date of Application	Date of Registration
1000 ROSES	Australia	1692093	1692093	December 15, 2014	December 15, 2014
ANDALOU NATURALS	Australia	1699505	1699505	June 5, 2015	June 5, 2015
1000 ROSES	Canada	1709395	TMA958119	January 5, 2015	December 15, 2016
ANDALOU NATURALS	Canada	1553448	TMA863306	November 23, 2011	October 22, 2013
ANDALOU NATURALS	Chile	1210289	1227663	June 23, 2016	November 24, 2016
1000 ROSES	Indonesia	D002015012246		March 25, 2015	
ANDALOU NATURALS	Indonesia	D002014039661	IDM000549662	September 3, 2014	October 31, 2016
ANDALOU NATURALS	Malaysia	2011020844	2011020844	November 25, 2011	December 5, 2012
ANDALOU NATURALS	Mexico	0119851298246	1334365	August 8, 2012	November 30, 2012
1000 ROSES	New Zealand	1019038	1019038	December 15, 2014	September 1, 2015
ANDALOU NATURALS	New Zealand	852432	852432	November 15, 2011	May 16, 2012
1000 ROSES	Philippines	42015500265	500265	January 20, 2015	November 26, 2015
ANDALOU NATURALS	Philippines	42012500429	500429	February 22, 2012	July 26, 2012
1000 ROSES	Singapore	40201510639P		June 22, 2015	
1000 ROSES	United States	86114101	4724697	November 8, 2013	April 21, 2015
AGE DEFYING FRUIT STEM CELLS	United States	86018940	4658374	July 24, 2013	December 23, 2014
ANDALOU	United States	85052090	42344432	June 1, 2010	October 30, 2012
ANDALOU	United States	85167939	4129408	November 3,	April 17, 2012

Schedule 1-A

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NATURALS				2010	
ANDALOU NATURALS FRUIT STEM CELL SCIENCE	United States	85847018	4517114	February 12, 2013	April 22, 2014
BEAUTY IS	United States	86448985	5032494	November 8, 2014	August 30, 2016
BEAUTY IS YOU	United States	86448986	4882848	November 8, 2014	January 5, 2016
FRUIT STEM CELL SCIENCE	United States	85649042	4333105	June 11, 2012	May 7, 2013
IT'S OK TO BE SENSITIVE	United States	86448987	4856778	November 8, 2014	November 17, 2015
LIVE ALOHA	United States	87583853		August 25, 2017	
NATURE'S INTELLIGENCE	United States	76470432	2788520	November 25, 2002	December 2, 2003
NATURE'S INTELLIGENCE	United States	87202892		October 13, 2016	
PATH OF LIGHT	United States	86518749	4803956	January 29, 2015	September 1, 2015
1000 ROSES	(International Registration)	1245451	1245451	December 15, 2014	December 15, 2014
ANDALOU NATURALS	(International Registration)	1094697	1094697	August 25, 2011	August 25, 2011

Schedule 1-A

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RECORDED: 04/14/2023

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