

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI72669

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900832481		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Honey Pot Company (DE), LLC, The		01/31/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Compass Group Diversified Holdings LLC		
Street Address:	301 Riverside Avenue, Second Floor		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Serial Number:	97073103	DOUBLE THE PROTECTION FOR DOUBLE THE FLO	
Serial Number:	98145038	HOLISTIC WELLNESS PARTNERS	
Serial Number:	97073099	LIBERATION FROM THE DRIBBLE	
Serial Number:	98145056	LIFE CHANGES, VAGINAS ARE FOREVER	
Serial Number:	88639295	MADE BY HUMANS WITH VAGINAS FOR HUMANS W	
Serial Number:	88639301	MADE BY HUMANS WITH VAGINAS FOR HUMANS W	
Serial Number:	88120972	MADE BY HUMANS WITH VAGINAS FOR HUMANS W	
Serial Number:	97650207	MADE BY HUMANS WITH VAGINAS, FOR HUMANS	
Serial Number:	87874608	MADE BY HUMANS WITH VAGINAS, FOR HUMANS	
Serial Number:	90891239	MAKE PEACE WITH YOUR PERIOD	
Serial Number:	97225439	MEET A MORE SENSITIVE SOLUTION	
Serial Number:	97650248	PLANT-DERIVED BODY CARE, POWERED BY HERB	
Serial Number:	97022798	PLANT-DERIVED FEMININE CARE	
Serial Number:	97650254	PLANT-DERIVED INTIMATE CARE, POWERED BY	
Serial Number:	97650246	PLANT-DERIVED PERSONAL CARE, POWERED BY	
Serial Number:	97650249	PLANT-DERIVED VAGINAL WELLNESS, POWERED	
Serial Number:	88032461	POWERED BY HERBS	
Serial Number:	88975986	POWERED BY HERBS	

TRADEMARK

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Property Type	Number	Word Mark
Serial Number:	97022799	POWERED BY HERBS
Serial Number:	98131614	POWERED BY HERBS
Serial Number:	90363730	POWERED BY HERBS AND SCIENCE
Serial Number:	97650253	POWERED BY HERBS, BACKED BY SCIENCE
Serial Number:	98146489	RECLAIMING WELLNESS
Serial Number:	97208407	SAY HELLO TO FRESH
Serial Number:	90852506	TAKE A WALK ON THE DRY SIDE
Serial Number:	88032477	THE FUTURE OF FEMININE CARE
Serial Number:	88831956	THE FUTURE OF FEMININE CARE IS HERE
Serial Number:	98142985	THE FUTURE OF INTIMATE WELLNESS
Serial Number:	98135230	THE FUTURE OF PERSONAL WELLNESS
Serial Number:	98145061	THE FUTURE OF SKIN HEALTH, POWERED BY HE
Serial Number:	87874577	THE HONEY POT
Serial Number:	90823325	THE HONEY POT
Serial Number:	88120958	THE HONEY POT COMPANY
Serial Number:	88120966	THE HONEY POT COMPANY
Serial Number:	88120971	THE HONEY POT COMPANY
Serial Number:	88032468	THE HONEY POT COMPANY
Serial Number:	90823333	THE HONEY POT COMPANY
Serial Number:	97159512	TREAT YOUR V. ASAP
Serial Number:	97225446	WELCOME TO THE NEW NORMAL
Serial Number:	98145048	YOUR INTIMATE WELLNESS PARTNERS
Serial Number:	98145040	YOUR MICROBIOME PARTNERS
Serial Number:	98145045	YOUR PH BALANCED PARTNERS
Serial Number:	97650206	YOUR SEXUAL WELLNESS PARTNER
Serial Number:	97159506	YOUR VAGINAL WELLNESS PARTNER

CORRESPONDENCE DATA

Fax Number: 2164798780

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: 216-479-8500

Email: ip-squiretm@squirepb.com

Correspondent Name: Mona Ma

Address Line 1: Squire Patton Boggs (US) LLP

Address Line 2: 1000 Key Tower, 127 Public Square

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 052292.00185

NAME OF SUBMITTER: MARJORIE JOST

SIGNATURE:	MARJORIE JOST
DATE SIGNED:	03/05/2024
Total Attachments: 9 source=IP Security Agreement - Honey Pot#page1.tif source=IP Security Agreement - Honey Pot#page2.tif source=IP Security Agreement - Honey Pot#page3.tif source=IP Security Agreement - Honey Pot#page4.tif source=IP Security Agreement - Honey Pot#page5.tif source=IP Security Agreement - Honey Pot#page6.tif source=IP Security Agreement - Honey Pot#page7.tif source=IP Security Agreement - Honey Pot#page8.tif source=IP Security Agreement - Honey Pot#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented and in effect, this "Security Agreement") is entered into as of January 31, 2024, by The Honey Pot Company (DE), LLC, a Delaware limited liability company (the "Grantor"), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company ("Secured Party").

Reference is made to (i) that certain Credit Agreement, dated as of the date hereof (as may be further amended from time to time, the "Credit Agreement"), among the Grantor, The Honey Pot Company Holdings, LLC, a Delaware limited liability company ("Holdings"), THP Intermediate, Inc., a Delaware corporation ("Intermediate"), and together with the Grantor and Holdings, the "Borrowers" and each individually, a "Borrower"), and COMPASS GROUP DIVERSIFIED HOLDINGS LLC, a Delaware limited liability company (together with its successors and permitted assigns, "Lender" or "Secured Party") and (ii) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as may be further amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), each among the Secured Party, the Grantor, the other Borrowers, and other parties thereto.

Pursuant to the Guarantee and Collateral Agreement, Grantor has granted a security interest in its Collateral (as defined therein) to the Secured Party, which Collateral includes the Trademarks and Patents identified herein.

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Secured Party a continuing security interest in and a right of setoff against, all of Grantor's right, title and interest in the Trademarks and Patents (listed on Schedule A hereto).

Section 3. Purpose. This Security Agreement has been executed and delivered by Grantor for the purpose of recording with the United States Patent and Trademark Office ("USPTO") the grant of a security interest in the Trademarks and Patents pursuant to the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall prevail.

Section 4. Acknowledgment. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademarks and Patents granted hereby are more fully set forth in Guarantee and Collateral Agreement, the

terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Filing this Security Interest. The party that files this Security Agreement with the USPTO shall: (i) complete accurately, and include as part of such filing, the USPTO's "Recordation Form Cover Sheet" for trademarks and patents and shall indicate on such cover sheet that the nature of the conveyance is a security interest and (ii) provide the other party hereto with copies of such filings.

Section 6. Counterparts. This Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow]

IN TESTIMONY WHEREOF, Grantor and the Secured Party have caused this Security Agreement to be signed and executed by the undersigned officers thereunto duly authorized as of the date first referenced above.

GRANTOR:

The Honey Pot Company (DE), LLC

By: ALISON SAVAYA

Name: Alison Savaya

Title: President, CFO, Treasurer and
Secretary

[Signature page 1 of 2 to Intellectual Property Security Agreement]

SECURED PARTY:

**COMPASS GROUP DIVERSIFIED
HOLDINGS LLC**

By: 
Name: Ryan Faulkingham
Title: Chief Financial Officer

[Signature page 2 of 2 to Intellectual Property Security Agreement]

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**TRADEMARK
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SCHEDULE A

PATENTS

None.

TRADEMARKS



<i>Trademark</i>	<i>Country</i>	<i>Filed</i>	<i>Serial No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Owner</i>
DOUBLE THE PROTECTION FOR DOUBLE THE FLOW	US	10/13/2021	97073103	3/21/2023	7007810	Registered	The Honey Pot Company (DE), LLC
HOLISTIC WELLNESS PARTNERS	US	8/22/2023	98145038			Pending	The Honey Pot Company (DE), LLC
LIBERATION FROM THE DRIBBLE	US	10/13/2021	97073099	3/21/2023	7007809	Registered	The Honey Pot Company (DE), LLC
LIFE CHANGES, VAGINAS ARE FOREVER	US	8/22/2023	98145056			Pending	The Honey Pot Company (DE), LLC
MADE BY HUMANS WITH VAGINAS FOR HUMANS WITH VAGINAS	US	10/2/2019	88639295	5/19/2020	6057705	Registered	The Honey Pot Company (DE), LLC
MADE BY HUMANS WITH VAGINAS FOR HUMANS WITH VAGINAS	US	10/2/2019	88639301	5/19/2020	6057706	Registered	The Honey Pot Company (DE), LLC
MADE BY HUMANS WITH VAGINAS FOR HUMANS WITH VAGINAS THE HONEY POT COMPANY PLANT-BASED FEMININE CARE and Design 	US	9/18/2018	88120972	11/12/2019	5906517	Registered	The Honey Pot Company (DE), LLC
MADE BY HUMANS WITH VAGINAS, FOR HUMANS WITH VAGINAS. BECAUSE IT TAKES ONE TO KNOW ONE	US	10/27/2022	97650207	12/5/2023	7235018	Registered	The Honey Pot Company (DE), LLC
MADE BY HUMANS WITH VAGINAS, FOR HUMANS WITH VAGINAS. BECAUSE IT TAKES ONE TO KNOW ONE	US	4/12/2018	87874608	7/9/2019	5801593	Registered	The Honey Pot Company (DE), LLC
MAKE PEACE WITH YOUR PERIOD	US	8/19-2021	90891239			Pending	The Honey Pot Company (DE), LLC
MEET A MORE SENSITIVE SOLUTION	US	1/18/2022	97225439			Pending	The Honey Pot Company (DE), LLC
PLANT-DERIVED	US	10/27/2022	97650248			Pending	The Honey Pot

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<i>Trademark</i>	<i>Country</i>	<i>Filed</i>	<i>Serial No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Owner</i>
BODY CARE, POWERED BY HERBS							Company (DE), LLC
PLANT-DERIVED FEMININE CARE	US	9/11/2021	97022798			Pending	The Honey Pot Company (DE), LLC
PLANT-DERIVED INTIMATE CARE, POWERED BY HERBS	US	10/27/2022	97650254			Pending	The Honey Pot Company (DE), LLC
PLANT-DERIVED PERSONAL CARE, POWERED BY HERBS	US	10/27/2022	97650246			Pending	The Honey Pot Company (DE), LLC
PLANT-DERIVED VAGINAL WELLNESS, POWERED BY HERBS	US	10/27/2022	97650249			Pending	The Honey Pot Company (DE), LLC
POWERED BY HERBS	US	7/10/2018	88032461	1/25/2022	6629481	Registered	The Honey Pot Company (DE), LLC
POWERED BY HERBS	US	7/10/2018	88975986	12/3/2019	5928918	Registered	The Honey Pot Company (DE), LLC
POWERED BY HERBS	US	9/11/2021	97022799	9/5/2023	7158415	Registered	The Honey Pot Company (DE), LLC
POWERED BY HERBS	US	8/14/2023	98131614			Pending	The Honey Pot Company (DE), LLC
POWERED BY HERBS AND SCIENCE	US	12/7/2020	90363730	4/26/2022	6714334	Registered	The Honey Pot Company (DE), LLC
POWERED BY HERBS, BACKED BY SCIENCE	US	10/27/2022	97650253			Pending	The Honey Pot Company (DE), LLC
RECLAIMING WELLNESS	US	8/23/2023	98146489			Pending	The Honey Pot Company (DE), LLC
SAY HELLO TO FRESH	US	1/7/2022	97208407			Pending	The Honey Pot Company (DE), LLC
TAKE A WALK ON THE DRY SIDE	US	7/28/2021	90852506	3/21/2023	7007539	Registered	The Honey Pot Company (DE), LLC
THE FUTURE OF FEMININE CARE	US	7/10/2018	88032477	12/14/2021	6590801	Registered	The Honey Pot Company (DE), LLC
THE FUTURE OF FEMININE CARE IS HERE	US	3/12/2020	88831956	7/6/2021	6406490	Registered	The Honey Pot Company (DE), LLC
THE FUTURE OF	US	8/22/2023	98142985			Pending	The Honey Pot

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<i>Trademark</i>	<i>Country</i>	<i>Filed</i>	<i>Serial No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Owner</i>
INTIMATE WELLNESS							Company (DE), LLC
THE FUTURE OF PERSONAL WELLNESS	US	8/16/2023	98135230			Pending	The Honey Pot Company (DE), LLC
THE FUTURE OF SKIN HEALTH, POWERED BY HERBS	US	8/22/2023	98145061			Pending	The Honey Pot Company (DE), LLC
THE HONEY POT	US	4/12/2018	87874577	7/30/2019	5816874	Registered	The Honey Pot Company (DE), LLC
THE HONEY POT	US	7/12/2021	90823325	11/28/2023	7231400	Registered	The Honey Pot Company (DE), LLC
THE HONEY POT COMPANY	US	9/18/2018	88120958	11/12/2019	5906514	Registered	The Honey Pot Company (DE), LLC
THE HONEY POT COMPANY	US	9/18/2018	88120966	11/12/2019	5906515	Registered	The Honey Pot Company (DE), LLC
THE HONEY POT COMPANY	US	9/18/2018	88120971	11/12/2019	5906516	Registered	The Honey Pot Company (DE), LLC
THE HONEY POT COMPANY (Stylized) 	US	7/10/2018	88032468	7/16/2019	5803578	Registered	The Honey Pot Company (DE), LLC
THE HONEY POT COMPANY (Stylized) 	US	7/12/2021	90823333	9/5/2023	7158203	Registered	The Honey Pot Company (DE), LLC
TREAT YOUR V. ASAP	US	12/7/2021	97159512			Pending	The Honey Pot Company (DE), LLC
WELCOME TO THE NEW NORMAL	US	1/18/2022	97225446			Pending	The Honey Pot Company (DE), LLC
YOUR INTIMATE WELLNESS PARTNERS	US	8/22/2023	98145048			Pending	The Honey Pot Company (DE), LLC
YOUR MICROBIOME PARTNERS	US	8/22/2023	98145040			Pending	The Honey Pot Company (DE), LLC
YOUR PH BALANCED PARTNERS	US	8/22/2023	98145045			Pending	The Honey Pot Company (DE), LLC
YOUR SEXUAL WELLNESS PARTNER	US	10/27/2022	97650206			Pending	The Honey Pot Company (DE), LLC
YOUR VAGINAL WELLNESS	US	12/7/2021	97159506	3/21/2023	7007942	Registered	The Honey Pot Company (DE), LLC

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<i>Trademark</i>	<i>Country</i>	<i>Filed</i>	<i>Serial No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Owner</i>
PARTNER							LLC

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