

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5129300

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WISCONSIN PHARMACAL COMPANY, LLC	08/21/2018
LAKE CONSUMER PRODUCTS, INC.	08/21/2018
RECEIVING PARTY DATA	
Name:	FARRAGUT MEZZANINE PARTNERS III, LP
Street Address:	5335 WISCONSIN AVENUE NW
Internal Address:	SUITE 920
City:	WASHINGTON
State/Country:	D.C.
Postal Code:	20015
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8266832
Patent Number:	9011909
CORRESPONDENCE DATA	
Fax Number:	(804)916-7270
<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:	804.916.7160
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Correspondent Name:	EDWARD T. WHITE, LECLAIRRYAN
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ATTORNEY DOCKET NUMBER:	59077.0002
NAME OF SUBMITTER:	EDWARD T. WHITE
SIGNATURE:	/Edward T. White/
DATE SIGNED:	09/07/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 13	

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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Security Agreement") made as of this 21st day of August, 2018, by WISCONSIN PHARMACAL COMPANY, LLC, a Wisconsin limited liability company ("WPC"), LAKE CONSUMER PRODUCTS, INC., a Nevada corporation ("LCP"), and collectively with WPC, "Grantors", in favor of Farragut Mezzanine Partners III, LP, a Delaware limited partnership (together with its successors and assigns, "Secured Party").

WITNESSETH

WHEREAS, WPC and Secured Party are parties to a certain Note and Warrant Purchase Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Note Purchase Agreement"), which provides for Secured Party to purchase a note from WPC; and

WHEREAS, WPC, LCP and Secured Party are parties to other related Transaction Documents (as defined therein), including the Security Agreement (as defined therein), of even date herewith (collectively, with the Note Purchase Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for LCP to guaranty the obligations of WPC under the Financing Agreements, and (ii) for the grant by Grantors to Secured Party of a security interest in certain of Grantors' assets, including, without limitation, its trademarks, trademark applications, patents, and patent applications.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Note Purchase Agreement.

2. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantors hereby grant to Secured Party a security interest in Grantors' entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications, patents and patent applications listed on Schedule A attached hereto and made a part hereof and the

trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks and Patents"); all rights corresponding to any of the foregoing throughout the world and the goodwill of each of the Grantors' businesses connected with the use of and symbolized by the Trademarks and Patents.

3. Warranties and Representations. Each Grantor warrants and represents to Secured Party that:

(i) no Trademark or Patent has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark and Patent is presently subsisting;

(ii) Such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Trademarks and Patents, free and clear of any liens (other than Permitted Encumbrances), charges and encumbrances, including without limitation, shop rights and covenants by such Grantor not to sue third persons;

(iii) Such Grantor has no notice of any suits or actions commenced or threatened with reference to any of its Trademarks and Patents; and

(iv) Such Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Grantors agree that until Grantors' Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Grantors shall not, without the prior written consent of Secured Party, sell or assign its interest in any Trademark or Patent or enter into any other agreement with respect to any Trademark or Patent which would affect the validity or enforcement of the rights transferred to Secured Party under this Security Agreement.

5. New Trademarks. Grantors represent and warrant that, based on a diligent investigation by Grantors, the Trademarks and Patents listed on Schedule A constitute all of the federally registered Trademarks and Patents, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) and Patents now owned by Grantors. If, before Grantors' Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Grantors shall (i) become aware of any existing Trademarks or Patents of which Grantors have not previously informed Secured Party, or (ii) become entitled to the benefit of any Trademarks or Patents, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantors shall give to Secured Party prompt written notice thereof. Grantors hereby authorize Secured Party to modify this Security Agreement by amending Schedule A to include any such Trademarks and Patents.

6. Term. The term of this Security Agreement shall extend until the payment in full of Grantors' Obligations and the termination of the Financing Agreements. Grantors agree that upon the occurrence and during the continuance of an Event of Default, the use by Secured Party of all Trademarks and Patents shall be without any liability for royalties or other related charges from Secured Party to Grantors.

7. Product Quality. Grantors agree to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Grantors agree that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such additional product quality controls as Secured Party, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantors under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Grantors' Obligations and termination of the Financing Agreements, Secured Party shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantors. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Secured Party in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks and Patents or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks and Patents shall be borne by and paid by Grantors and until paid shall constitute Obligations.

10. Duties of Grantors. Grantors shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until Grantors' Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks and Patents, as commercially reasonable and (iii) to ensure that the Trademarks and Patents are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Grantors' Obligations under this Section 10 shall be borne by Grantors.

11. Secured Party's Right to Sue. After the occurrence and during the continuance of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Patents and, if Secured Party shall commence any such suit, Grantors shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement and Grantors shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Grantors and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Default. The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (a) an "Event of Default" under the Note Purchase Agreement; (b) any representation or warranty made by the Grantors herein shall prove to be incorrect in any material respect when made (or in any respect if any such representation or warranty is by its terms qualified by materiality or Material Adverse Effect); or (c) the Grantors shall fail to observe or perform any obligation or agreement contained herein. The Secured Party may enforce the security interest granted to it hereunder pursuant to, and may pursue any other right and remedy available to the Secured Party under this Agreement, the Note Purchase Agreement, any additional Transaction Documents, the Uniform Commercial Code as now or hereafter in effect in any relevant jurisdiction or any other applicable law, or in equity, separately, successively or simultaneously, as the Secured Party may deem appropriate, to collect, enforce or satisfy the Obligations then owing, whether by acceleration or otherwise, and to this end the Grantors hereby waive the benefits of any appraisal, valuation, stay, extension, moratorium or redemption law now or hereafter in force as would prevent or delay the enforcement of or realization upon the Secured Party's security interest hereunder.

16. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Secured Party's rights and remedies with respect to the Trademarks and Patents, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantors hereby authorize Secured Party upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Grantors' true and lawful attorney-in-fact, with power to (i) endorse Grantors' names on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Trademarks and Patents or (ii) take any other actions with respect to the Trademarks and Patents as Secured Party deems to be in the best interest of Secured Party, or (iii) grant or issue any exclusive or non-exclusive license under the

Trademarks and Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone. Grantors hereby ratify all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantors' Obligations shall have been paid in full and the Financing Agreements have been terminated. Grantors acknowledge and agree that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Delaware.

17. Binding Effect: Benefits. This Security Agreement shall be binding upon Grantors and their respective successors and assigns, and shall inure to the benefit of Secured Party, its successors, nominees and assigns.

18. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and applicable federal law.

19. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

20. Further Assurances. Grantors agree to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Secured Party shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

21. Survival of Representations. All representations and warranties of Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Trademark and Patent Security Agreement as of the date first written above.

GRANTORS:

WISCONSIN PHARMACAL COMPANY, LLC

By: 
Jeffrey C. Potts, Chief Operating Officer
and Chief Financial Officer

LAKE CONSUMER PRODUCTS, INC.

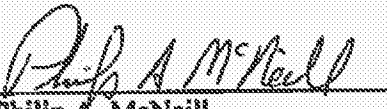
By: 
Jeffrey C. Potts, Chief Operating Officer
and Chief Financial Officer

The foregoing Agreement is hereby accepted as of the date and year first above written.

FARRAGUT MEZZANINE PARTNERS III, LP,

By: Farragut Capital Partners, LLC, its General Partner

By: Farragut Capital Partners, Inc., its Manager

By: 
Name: Phillip A. McNeill
Title: President

Signature Page to Trademark and Patent Security Agreement

PATENT
REEL: 046811 FRAME: 0235

SCHEDULE A


TRADEMARK AND PATENT REGISTRATIONS

1. Patents.

U.S. Patent No.	Record Owner	Title	Publication Date
8266832	Wisconsin Pharmaceutical Company, LLC	WRAP-AROUND PROTECTIVE LABEL	September 18, 2012
9011909	Wisconsin Pharmaceutical Company, LLC	Prebiotic Suppositories	April 21, 2015

2. Trademarks.

Trademark	Ser. No./ Reg. No.	Goods/ Services	Owner
ADVANCED CARE	87862876	Class 05: Pharmaceutical preparations for wounds; medical cleaning preparations for skin and wounds; antibacterial preparations for skin and wounds; poison ivy preparations; burn and anti-itch preparations; first aid antiseptic preparations; nasal mist products and preparations; earwax removal products and preparations; ear drying and ear care maintenance products and preparations; and psoriasis and eczema products and preparations	Wisconsin Pharmaceutical Company, LLC
NATURALLY SIMPLE	86789223	Class 05: Decongestant nasal sprays; Dry ingredients for making a saline solution for sinus and nasal irrigation; Medicated throat sprays;	Wisconsin Pharmaceutical Company, LLC

		Medicinal preparations for the mouth and as sprays; Nasal rinse; Nasal spray preparations; Nose drops	
BITESTICK	4999440	Class 05: Fishing lure attractants	Wisconsin Pharmacal Company, LLC
PA PURE	4871245	Class 01: Chemically treated nonmedical test strips for use in testing chlorine Class 11: Kits for water purification and filtration comprising of an apparatus to disinfect water for consumption using a brine solution, a plastic bottle used to mix salt water and make a brine solution, a USB charger, instructional manual and storage carrying bag all sold as a unit	Wisconsin Pharmacal Company, LLC
Potable Aqua  PURE PORTABLE AQUA PURE & Design	4822891	Class 01: Chemically treated nonmedical test strips for use in testing chlorine for drinking water purification purposes Class 11: Kits for water purification and filtration comprising of an apparatus to disinfect water for consumption using a brine solution, a plastic bottle used to mix salt water and make a brine solution, a USB charger, instructional manual and storage carrying bag all sold as a unit	Wisconsin Pharmacal Company, LLC
POTABLE AQUA PURE	4822890	Class 01: Chemically treated nonmedical test strips for use in testing chlorine for drinking water purification purposes Class 11: Kits for water	Wisconsin Pharmacal Company, LLC

		purification and filtration comprising of an apparatus to disinfect water for consumption using a brine solution, a plastic bottle used to mix salt water and make a brine solution, a USB charger, instructional manual and storage carrying bag all sold as a unit.	
POTABLE AQUA	4796745	<p>Class 01: Chemically treated nonmedical test strips for use in testing chlorine for drinking water purification purposes.</p> <p>Class 11: Kits for water purification and filtration comprising of an apparatus to disinfect water for consumption using a brine solution, a plastic bottle used to mix salt water and make a brine solution, a USB charger, instructional manual and storage carrying bag all sold as a unit.</p>	Wisconsin Pharmacal Company, LLC
POTABLE AQUA	4635931	Class 05: Drinking water germicidal tablets	Wisconsin Pharmacal Company, LLC
HIGH & DRY	4760750	Class 05: Insect repellents, personal insect repellents, insecticides and pesticides	Wisconsin Pharmacal Company, LLC
SKINSMART	3765112	Class 05: Insect repellents	Wisconsin Pharmacal Company, LLC
GOREADY	3505877	<p>Class 03: Non-medicated skin care preparations; Sunscreen preparations; Cleaning preparations for household purposes; Cleaning preparations for personal purposes, namely, skin care</p> <p>Class 05: Insect repellents</p>	Wisconsin Pharmacal Company, LLC

		for topical application; Antibacterial preparations for topical application in the form of lotions, sprays, soaps, and gels	
ATWATER CAREY	2624941	Class 05: first aid kits, antibacterial alcohol skin sanitizer gel, medical adhesive tape, moleskin for use as a medical bandage, wound dressings	Wisconsin Pharmaceutical Company, LLC
NON SCENTS	2292758	Class 03: odor removing skin cleaning lotion	Wisconsin Pharmaceutical Company, LLC
LIVE	1933726	Class 28: fish attractants	Wisconsin Pharmaceutical Company, LLC
MG 217	1445950	Class 05: PSORIASIS TREATMENT	Wisconsin Pharmaceutical Company, LLC
SANIZENE	1604320	Class 05: ALL PURPOSE DISINFECTANT	Wisconsin Pharmaceutical Company, LLC
CHLORAZENE	1530509	Class 05: ANTISEPTIC POWDER	Wisconsin Pharmaceutical Company, LLC
BAITMATE	1379341	Class 28: fish attractants	Wisconsin Pharmaceutical Company, LLC
STING-EZE	1228901	Class 05: After Insect Bite Relief Medication	Wisconsin Pharmaceutical Company, LLC
POTABLE AQUA	1194490	Class 05: Drinking Water Germicidal Tablets	Wisconsin Pharmaceutical Company, LLC
VH MICROBALANCE	5325172	Class 03: Non-medicated vaginal hygiene washes; non-medicated feminine hygiene wash	Lake Consumer Products, Inc.
ENT ESSENTIALS ENT ESSENTIALS	86785233	Class 05: Ear rinse; ear drops; nasal/sinus rinse; nasal/sinus sprays; nasal/sinus drops; throat sprays; throat lozenges; throat powders for the relief of sore throat and pain; nose	Lake Consumer Products, Inc.

		and throat preparations for fighting allergies; earwax removal flushes and preparations; ear dry preparations for water logged ears	
VH ESSENTIALS	5311734	Class 03: Non-medicated vaginal hygiene washes; non-medicated feminine hygiene wash	Lake Consumer Products, Inc.
ALLCLEAR	5261804	Class 05: Ear wax removal ear drops; ear wax removal kits comprising primarily of ear drops and ear wax removal apparatus	Lake Consumer Products, Inc.
ALLDRY	5200853	Class 05: ear drying drops; ear drying preparations	Lake Consumer Products, Inc.
VH ESSENTIALS	4994935	Class 05: Feminine suppositories; feminine deodorant suppositories	Lake Consumer Products, Inc.
VH ESSENTIALS	3842339	Class 05: Feminine hygiene products, namely, medicated douches, medicated topical vaginal creams, and medicated vaginal suppositories for bacterial vaginosis treatment	Lake Consumer Products, Inc.
ME AGAIN	3677394	Class 05: menopause products, namely, night capsules, day capsules, gels for use as personal lubricant and water-based personal lubricants, and nutritional supplements	Lake Consumer Products, Inc.
YEAST GARD ADVANCED	3509336	Class 05: Homeopathic feminine hygiene products, namely, topical treatment for yeast infections, medicated douches, medicated creams, medicated gels, suppositories and oral tablets for treatment and prevention of yeast infections	Lake Consumer Products, Inc.
VAGI-GARD	2250353	Class 05: feminine hygiene products, namely, topical treatment for yeast	Lake Consumer Products, Inc.

		infections, medicated douches, medicated powder, medicated creams, lubricants, suppositories	
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