

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5316432

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	NATURAL DOG ACQUISITION LLC	11/28/2018
RECEIVING PARTY DATA		
Name:	BRANCH BANKING AND TRUST COMPANY	
Street Address:	200 WEST SECOND STREET	
City:	WINSTON-SALEM	
State/Country:	NORTH CAROLINA	
Postal Code:	27101	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9415082
CORRESPONDENCE DATA		
Fax Number:	(919)783-1075	
<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:	919 783-1017	
Email:	estevens@poyners.com	
Correspondent Name:	ERIC STEVENS	
Address Line 1:	301 FAYETTEVILLE STREET	
Address Line 2:	SUITE 1900	
Address Line 4:	RALEIGH, NORTH CAROLINA 27601	
NAME OF SUBMITTER:	ERIC STEVENS	
SIGNATURE:	/Eric Stevens/	
DATE SIGNED:	01/09/2019	
Total Attachments: 6		
source=Natural Dog Patent Security Agreement (Elements Brands) (002)#page1.tif		
source=Natural Dog Patent Security Agreement (Elements Brands) (002)#page2.tif		
source=Natural Dog Patent Security Agreement (Elements Brands) (002)#page3.tif		
source=Natural Dog Patent Security Agreement (Elements Brands) (002)#page4.tif		
source=Natural Dog Patent Security Agreement (Elements Brands) (002)#page5.tif		
source=Natural Dog Patent Security Agreement (Elements Brands) (002)#page6.tif		

PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “Agreement”) dated as of November 28, 2018 by and among **NATURAL DOG ACQUISITION LLC**, a Delaware limited liability company (the “Grantor”), to and for the benefit of **BRANCH BANKING AND TRUST COMPANY**, a North Carolina banking corporation (the “Secured Party”).

This Agreement is executed pursuant to the terms of (a) the Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) by and among Elements Brands, LLC, a Delaware limited liability company (the “Borrower”) and the Lender and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) executed by the Grantor in favor of the Secured Party. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Loan Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Secured Party, a security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:


- (i) each Patent and patent application of the Grantor, including, without limitation, each Patent listed on Schedule A, together with all renewals, continuations, continuations-in-part, divisionals, reissues, extensions and substitutions of the foregoing and all income, royalties, and proceeds at any time due or payable or asserted under and with respect to any of the foregoing;
- (ii) each Patent License, including, without limitation, each Patent License listed on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement of any Patent, including, without limitation, any Patent listed on Schedule A or under any Patent licensed under any Patent License including, without limitation, any Patent License listed on Schedule B, or (b) breach or enforcement of any Patent License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

NATURAL DOG ACQUISTION LLC,
a Delaware limited liability company

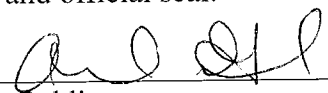
By: 
Name: William D'Alessandro
Title: President and Chief Executive Officer

STATE OF NC
COUNTY OF Mecklenburg

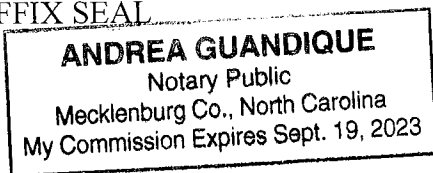
On this, the 19 day of November, 2018, before me, a Notary Public, the undersigned officer, **WILLIAM D'ALESSANDRO**, personally appeared, who acknowledged himself to be the President and Chief Executive Officer of **NATURAL DOG ACQUISTION LLC**, a Delaware limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said company, and the undersigned certifies that said officer is personally known to me or has produced a driver's license or _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: Sept 19 2023


Notary Public
Print Name Andrea Guandique

AFFIX SEAL



Agreed and Accepted as of the 28th day of
November, 2018.

BRANCH BANKING AND TRUST COMPANY,
a North Carolina banking corporation

By: 
Name: Lucas Askins
Title: Vice President

Patent Security Agreement

PATENT
REEL: 047941 FRAME: 0499

Schedule A to Patent Security Agreement

PATENTS

Patent	Patent Number	Record Owner
Compositions and Methods for Topically Treating Skin Conditions in Mammals	9,415,082	Natural Dog Acquisition LLC ¹

¹ Successor in interest by way of the Purchase.

Schedule B to Patent Security Agreement

PATENT LICENSES

None