

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foundation Consumer Healthcare, LLC		02/12/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	2835071	ALAVERT	
Registration Number:	1154463	ANBESOL	
Registration Number:	0319723	ANBESOL	
Registration Number:	2632615	ANBESOL JR.	
Registration Number:	3258606	BREATHE RIGHT	
Registration Number:	3450936	BREATHE BETTER. SLEEP BETTER.	
Serial Number:	87930978	THE COUGH MEDICINE THAT LET'S YOU BOTH B	
Serial Number:	88125206	COLDS BEWARE.	
Serial Number:	88252248		
Serial Number:	88369503	EXTENTABS	
Registration Number:	0700821	DIMETAPP	
Registration Number:	1783830	DIMETAPP	
Registration Number:	0682786	DRISTAN	
Registration Number:	0965936	DRISTAN	
Registration Number:	0639946	DRISTAN	
Registration Number:	1423579	FIBERCON	
Registration Number:	3166367		
Registration Number:	1251488	CAMPHO-PHENIQUE	
Registration Number:	0436204	ST. JOSEPH	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	0788673	BRONKAID
Registration Number:	1795568	SJ
Registration Number:	4502764	ST. JOSEPH
Registration Number:	0406720	NEO-SYNEPHRINE
Registration Number:	3668752	CAMPHO-PHENIQUE
Registration Number:	4393523	THERAVENT
Registration Number:	4769400	AFTERA
Registration Number:	3422516	PLAN B
Registration Number:	5123142	
Registration Number:	5123143	
Registration Number:	3904379	PLAN B ONE-STEP
Registration Number:	3904437	PLAN B ONE-STEP
Registration Number:	3904329	PLAN B ONE-STEP
Registration Number:	4573751	TAKE ACTION
Registration Number:	4277084	NEXT CHOICE ONE DOSE
Registration Number:	3680666	NEXT CHOICE
Serial Number:	87486669	PUT A LITTLE LOVE IN YOUR HEART

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 2127562132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 25th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-1971

NAME OF SUBMITTER: Scott Kareff (014951-1971)

SIGNATURE: /kc for sk/

DATE SIGNED: 02/12/2021

Total Attachments: 9

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Trademark Security Agreement

This **Trademark Security Agreement** (this “Trademark Security Agreement”), dated as of February 12, 2021, made by FOUNDATION CONSUMER HEALTHCARE, LLC, a Delaware limited liability company (the “Grantor”), in favor of CERBERUS BUSINESS FINANCE AGENCY, LLC, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Amended and Restated Guarantee and Collateral Agreement referred to below) and as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to Amended and Restated Guarantee and Collateral Agreement, dated as of February 12, 2021 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Amended and Restated Guarantee and Collateral Agreement”), in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, initially capitalized terms defined in the Amended and Restated Guarantee and Collateral Agreement and used herein have the meaning given to them in the Amended and Restated Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the following property (wherever located), whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) Trademarks, including those listed on Schedule I attached hereto;
- (b) Trademark Licenses, including those listed on Schedule I attached hereto;
and

(c) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Trademark Security Agreement, no security interest is or will be granted pursuant to this Trademark Security Agreement in any right, title or interest of the Grantor under or in, and the term "Trademark Collateral" shall not include, any Excluded Assets (including, for the avoidance of doubt, "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted, at which point the provisions of this Trademark Security Agreement shall automatically apply thereto).

SECTION 3. Amended and Restated Guarantee and Collateral 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 Amended and Restated Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended and Restated Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Amended and Restated Guarantee and Collateral Agreement, the provisions of the Amended and Restated Guarantee and Collateral Agreement shall control

SECTION 4. Termination. At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than any Obligations owing to a Non-Lender Secured Party and contingent obligations for which no claim has been made) then due and owing shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (except for Letters of Credit that have been cash collateralized or otherwise provided for in a manner reasonably satisfactory to the relevant Issuing Bank), all Trademark Collateral shall be automatically released from the Liens created hereby, and this Trademark Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and the Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request and sole expense of the Grantor following any such termination, the Collateral Agent shall deliver to the Grantor any Trademark Collateral held by the Collateral Agent hereunder, and the Collateral Agent and the Administrative Agent shall execute and deliver to the Grantor such documents (including without limitation UCC termination statements) as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. **subsections 9.11, 9.12 and 9.14 of the Amended and Restated Guarantee and Collateral Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

FOUNDATION CONSUMER HEALTHCARE,
LLC, as Grantor

By: May Petracco
Name: May Petracco
Title: Vice President of Finance and Operations

Accepted and Agreed

CERBERUS BUSINESS FINANCE AGENCY, LLC
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

FOUNDATION CONSUMER HEALTHCARE, LLC,
as Grantor

By: _____

Name: May Petracco
Title: Vice President of Finance and Operations

Accepted and Agreed

CERBERUS BUSINESS FINANCE AGENCY, LLC
as Collateral Agent

By:  _____

Name: Daniel E. Wolf
Title: Senior Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND UNITED STATES
TRADEMARK APPLICATIONS

United States Trademark Registrations and Trademark Applications

#	Company	Trademark / Brand / Mark Name	Registration No.	Application No.	Filing Date	Registration Date
1	Foundation Consumer Brands, LLC	ALAVERT / ALAVERT	2835071	76367070	05 Feb 2002	20 Apr 2004
2	Foundation Consumer Brands, LLC	ANBESOL / ANBESOL	1154463	73/218985	08 Jun 1979	19 May 1981
3	Foundation Consumer Brands, LLC	ANBESOL / ANBESOL AND DESIGN	0319723	71353283	28 Jun 1934	04 Dec 1934
4	Foundation Consumer Brands, LLC	ANBESOL / ANBESOL JR.	2632615	76046948	11 May 2000	08 Oct 2002
5	Foundation Consumer Brands, LLC	BREATHE RIGHT / BREATHE RIGHT	3258606	78961893	28 Aug 2006	03 Jul 2007
6	Foundation Consumer Brands, LLC	BREATHE RIGHT / BREATHE BETTER SLEEP BETTER	3450936	78695504	18 Aug 2005	17 Jun 2008
7	Foundation Consumer Brands, LLC	DIMETAPP / THE COLD MEDICINE THAT LETS YOU BOTH BREATHE EASIER	N/A	87930978	22 May 2018	N/A
8	Foundation Consumer Brands, LLC	DIMETAPP / COLDS BEWARE.	N/A	88125206	20 Sep 2018	N/A
9	Foundation Consumer Brands, LLC	DIMETAPP / Dimetapp Packaging (Elderberry supplement)	N/A	88252248	07 Jan 2019	N/A
10	Foundation Consumer Brands, LLC	DIMETAPP / EXTENTABS	N/A	88369503	03 Apr 2019	N/A

#	Company	Trademark / Brand / Mark Name	Registration No.	Application No.	Filing Date	Registration Date
11	Foundation Consumer Brands, LLC	DIMETAPP / DIMETAPP	0700821	72/081439	17 Sep 1959	12 Jul 1960
12	Foundation Consumer Brands, LLC	DIMETAPP / DIMETAPP	1783830	74335928	02 Dec 1992	27 Jul 1993
13	Foundation Consumer Brands, LLC	DRISTAN / DRISTAN	0682786	72061349	27 Oct 1958	04 Aug 1959
14	Foundation Consumer Brands, LLC	DRISTAN / DRISTAN	0965936	72431258	31 Jul 1972	14 Aug 1973
15	Foundation Consumer Brands, LLC	DRISTAN / DRISTAN	0639946	72007408	30 Apr 1956	15 Jan 1957
16	Foundation Consumer Brands, LLC	FIBERCON / FIBERCON	1423579	73604111	13 Jun 1986	06 Jan 1987
17	Foundation Consumer Brands, LLC	FIBERCON / WHEAT DESIGN (FIBERCON)	3166367	78555920	28 Jan 2005	31 Oct 2006
18	Foundation Consumer Healthcare, LLC	CAMPHO-PHENIQUE	1251488	73376064	22-07-1982	20-09-1983
19	Foundation Consumer Healthcare, LLC	ST. JOSEPH	0436204	71514773	24-12-1946	27-01-1948
20	Foundation Consumer Healthcare, LLC	BRONKAID	0788673	72202920	29-09-1964	27-04-1965
21	Foundation Consumer Healthcare, LLC	SJ	1795568	74200588	03-09-1991	28-09-1993
23	Foundation Consumer Healthcare, LLC	ST. JOSEPH	4502764	85789208	28-11-2012	25-03-2014
24	Foundation Consumer Healthcare, LLC	NEO-SYNEPHRINE	406720	71465327	26-11-1943	18-04-1944
25	Foundation Consumer Healthcare, LLC	CAMPHO-PHENIQUE	3668752	77606889	04-11-2008	18-08-2009
26	Foundation Consumer Healthcare, LLC	THERAVENT	4393523	85626176	15-05-2012	27-08-2013

#	Company	Trademark / Brand / Mark Name	Registration No.	Application No.	Filing Date	Registration Date
27	Foundation Consumer Healthcare, LLC	AFTERA	4769400	86066841	17-09-2013	7-7-2015
28	Foundation Consumer Healthcare, LLC	PLAN B	3422216	77264027	24-08-2007	6-05-2008
29	Foundation Consumer Healthcare, LLC	Design Logo in B&W	5123142	87051054	26-05-2016	17-01-2017
30	Foundation Consumer Healthcare, LLC	Design Logo in Color	5123143	87051056	26-05-2016	17-01-2017
31	Foundation Consumer Healthcare, LLC	PLAN B ONE-STEP (Blue logo)	3904379	85054966	04-06-2010	11-01-2011
32	Foundation Consumer Healthcare, LLC	PLAN B ONE-STEP (Green logo)	3904437	85062880	15-06-2010	11-01-2011
33	Foundation Consumer Healthcare, LLC	PLAN B ONE-STEP (word)	3904329	85052985	02-06-2010	11-01-2011
34	Foundation Consumer Healthcare, LLC	TAKE ACTION	4573751	86085637	08-10-2013	22-07-2014
35	Foundation Consumer Healthcare, LLC	NEXT CHOICE ONE DOSE	4277084	85516936	15-01-2012	15-01-2013
36	Foundation Consumer Healthcare, LLC	NEXT CHOICE	3680666	77366454	08-01-2008	08-09-2009
39	Foundation Consumer Healthcare, LLC	PUT A LITTLE LOVE IN YOUR HEART	N/A	87486669	13-06-2017	N/A
42	Foundation Consumer Brands, LLC	ALAVERT	2835071	76367070	05-02-2002	20-Apr-2004
43	Foundation Consumer Brands, LLC	ANBESOL	1154463	73/218985	08-06-1979	19-05-1981
44	Foundation Consumer Brands, LLC	ANBESOL AND DESIGN	0319723	71353283	28-06-1934	04-12-1934
45	Foundation Consumer Brands, LLC	ANBESOL JR.	2632615	76046948	11-05-2000	08-10-2002

#	Company	Trademark / Brand / Mark Name	Registration No.	Application No.	Filing Date	Registration Date
46	Foundation Consumer Brands, LLC	BREATHE RIGHT	3258606	78961893	28-08-2006	03-07-2007
47	Foundation Consumer Brands, LLC	BREATHE BETTER. SLEEP BETTER.	3450936	78695504	18-08-2005	17-06-2008
48	Foundation Consumer Brands, LLC	THE COLD MEDICINE THAT LETS YOU BOTH BREATHE EASIER	N/A	87930978	22-05-2018	N/A
49	Foundation Consumer Brands, LLC	COLDS BEWARE.	N/A	88125206	20-09-2018	N/A
50	Foundation Consumer Brands, LLC	Dimetapp Packaging (Elderberry supple-ment)	N/A	88252248	07-01-2019	N/A
51	Foundation Consumer Brands, LLC	EXTENTABS	N/A	88369503	03-04-2019	N/A
52	Foundation Consumer Brands, LLC	DIMETAPP	0700821	72/081439	17-09-1959	12-07-1960
53	Foundation Consumer Brands, LLC	DIMETAPP	1783830	74335928	02-12-1992	27-07-1993
54	Foundation Consumer Brands, LLC	DRISTAN	0682786	72061349	27-10-1958	04-08-1959
55	Foundation Consumer Brands, LLC	DRISTAN	0965936	72431258	31-07-1972	14-08-1973
56	Foundation Consumer Brands, LLC	DRISTAN	0639946	72007408	30-04-1956	15-01-1957
57	Foundation Consumer Brands, LLC	FIBERCON	1423579	73604111	13-06-1986	06-01-1987
58	Foundation Consumer Brands, LLC	WHEAT DESIGN (FIBERCON)	3166367	78555920	28-01-2005	31-10-2006