

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mielle Organics, LLC		03/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	900 W. Trade St.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87276014	MIELLE	
Serial Number:	86664437	MIELLE ORGANICS	
Serial Number:	88380334	MOISTURE RX	
Serial Number:	90692022	MORE THAN A STRAND	
Serial Number:	88478635	THE SECRET SAUCE	
Serial Number:	86664275		
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<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:	202.906.8790		
Email:	tm@dykema.com		
Correspondent Name:	Shannon M. McKeon		
Address Line 1:	1301 K Street, N.W., Suite 1100 West		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Shannon Marie McKeon		
SIGNATURE:	/Shannon Marie McKeon/		
DATE SIGNED:	04/07/2022		

CH \$165.00 87276014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") made as of March 30, 2022, by and among Mielle Organics, LLC, a Delaware limited liability company (the "Borrower"), and Bank of America, N.A. (the "Bank").

W I T N E S S E T H

WHEREAS, the Borrower and the Bank are parties to, among other things, that certain Loan Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "Loan Agreement") and that certain Security Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement"), and in connection therewith, the Borrower and the Bank are parties to other related loan documents dated as of even date herewith (collectively, together with the Loan Agreement and the Security Agreement, and amended, restated, modified or supplemented and in effect from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for the Bank to, from time to time, extend credit to or for the account of the Bank and (ii) for the grant by the Borrower to the Bank of a security interest all or substantially all of the Borrower's assets, including, without limitation, its trademarks and trademark 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, the Borrower agrees 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 Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the obligations and liabilities of the Borrower to the Bank under the Agreement and the other Financing Agreements, including, without limitation, Facility No. 1 under the Loan Agreement (together with Facility No. 1, collectively, the "Obligations"), the Borrower hereby grants to the Bank, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in the Borrower's 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 listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, proceeds, 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"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. The Borrower warrants and represents to the Bank that:

(i) No Trademark 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 is presently subsisting;

(ii) The Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by the Borrower not to sue third persons;

(iii) The Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

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

(v) The Borrower is the successor by conversion to Mielle Organics LLC, an Indiana limited liability company.

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

5. New Trademarks. The Borrower represents and warrants that, based on a diligent investigation by the Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, 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) now owned by the Borrower. If, before the Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, the Borrower shall (i) become aware of any existing Trademarks of which the Borrower has not previously informed the Bank, (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, or (iii) take any action to register (or re-register) or revive, renew, resuscitate or otherwise claim rights in or protect any abandoned, lapsed or dead trademark, the provisions of this Security Agreement above shall automatically apply thereto and the Borrower shall give to the Bank prompt written notice thereof. The Borrower hereby authorizes the Bank to modify this Security Agreement by amending Schedule A to include any such Trademarks. In addition, if any of the foregoing events under this Section 5 occurs with respect to any subsidiary of the Borrower, the Borrower shall give to the Bank prompt written notice thereof.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Obligations and the termination of the Financing Agreements. The Borrower agrees that upon the occurrence and during the continuance of an event of default under any of the Financing Agreements, the use by the Bank of all Trademarks shall be without any liability for royalties or other related charges from the Bank to the Borrower.

7. Product Quality. The Borrower agrees 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 and during the continuance of any event of default under any of the other Financing Agreements, the Borrower agrees that the Bank, or a conservator appointed by the Bank, shall have the right to establish such additional product quality controls as the Bank, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by the Borrower under the Trademarks.

8. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, the Bank 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 jointly and severally by the Borrower (if more than one). All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Bank 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 or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by the Borrower and until paid shall constitute Obligations.

10. Duties of Borrower. The Borrower 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 the Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Obligations under this Section 10 shall be borne by the Borrower.

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

12. Waivers. No course of dealing between the Borrower and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, 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. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of the Bank's rights and remedies with respect to the Trademarks, 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. The Borrower hereby authorizes the Bank upon the occurrence and during the continuance of an event of default under the Financing Agreements, to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its sole discretion, as the Borrower's true and lawful attorney-in-fact, with power to (i) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Bank in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as the Bank deems to be in the best interest of the Bank, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. The Borrower hereby ratifies 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 the Obligations shall have been paid in full and the Financing Agreements have been terminated. The Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. The

Bank 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 Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Bank, its successors, nominees and assigns.

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

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

19. Further Assurances. The Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Bank shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

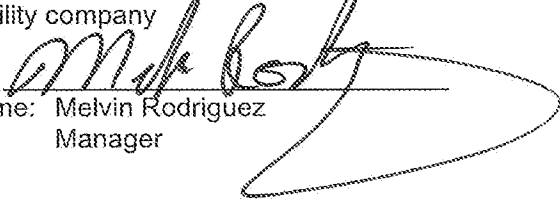
20. Survival of Representations. All representations and warranties of the Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

21. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Borrower" shall be so construed.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Borrower has duly executed this Trademark Security Agreement as of the date first written above.

MIELLE ORGANICS, LLC, a Delaware limited liability company

By: 
Name: Melvin Rodriguez
Its: Manager

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

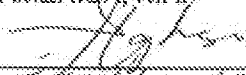
IN WITNESS WHEREOF, the Borrower has duly executed this Trademark Security Agreement as of the date first written above.

MELLE ORGANICS, LLC, a Delaware limited liability company

By: _____
Name: Melvin Rodriguez
Its: Manager

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A.

By: 
Name: Freddy Igbinska
Title: Relationship Manager

SCHEDULE A

TRADEMARKS

<u>Owner</u>	<u>Trademark Description</u>	<u>U.S. Serial No.</u>	<u>Filing Date</u>
Mielle Organics, LLC	<u>MIELLE</u>	87276014	December 21, 2016
Mielle Organics, LLC	<u>MIELLE ORGANICS</u>	86664437	June 16, 2015
Mielle Organics, LLC	<u>MOISTURE RX</u>	88380334	April 10, 2019
Mielle Organics, LLC	<u>MORE THAN A STRAND</u>	90692022	May 5, 2021
Mielle Organics, LLC	<u>THE SECRET SAUCE</u>	88478635	June 18, 2019
Mielle Organics, LLC	<u>Design Only</u>	86664275	June 16, 2015



TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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