

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM782843

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Honest Company, Inc.		01/25/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	3 Park Plaza, Suite 900		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92614		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 60</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6167658	7 SLEEPS TO GLOWIER SKIN	
<b>Registration Number:</b>	6816435	B·L·A·C BLACK LEADERSHIP, ALLIES & COMMU	
<b>Registration Number:</b>	5267539	BORN A FAN	
<b>Registration Number:</b>	5581009	CHEEK TO CHEEK	
<b>Registration Number:</b>	5733947	CLEAN BEAUTY THAT WORKS	
<b>Registration Number:</b>	5530352	CLEAN BEAUTY THAT WORKS	
<b>Serial Number:</b>	97583676	CLEAN CONSCIOUS DIAPERS	
<b>Registration Number:</b>	5000211	DEPENDABLY CLEAR	
<b>Registration Number:</b>	5204208	DOWNLOAD HAPPINESS	
<b>Registration Number:</b>	5005146	ELEVATED HYDRATION	
<b>Registration Number:</b>	4938036	EVERYTHING PRIMER	
<b>Registration Number:</b>	6063462	HONEST	
<b>Registration Number:</b>	6839596	HONEST	
<b>Registration Number:</b>	5588550	HONEST	
<b>Registration Number:</b>	4744028	HONEST	
<b>Registration Number:</b>	4696715	HONEST	
<b>Registration Number:</b>	4506748	HONEST	
<b>Registration Number:</b>	4664222	HONEST	
<b>Registration Number:</b>	5291210	HONEST	

CH \$1515.00 6167658

Property Type	Number	Word Mark
Registration Number:	6309022	HONEST BABY CLOTHING
Registration Number:	6309023	HONEST BABY CLOTHING
Registration Number:	5377045	HONEST BEAUTY
Registration Number:	4994922	HONEST BEAUTY
Registration Number:	4893763	HONEST BEAUTY
Registration Number:	4878813	HONEST BEAUTY
Registration Number:	4739220	HONEST BEAUTY
Registration Number:	5530483	HONEST BEAUTY
Registration Number:	5508818	HONEST BEAUTY
Registration Number:	5381097	HONEST BEAUTY
Registration Number:	4964802	HONEST BEAUTY
Registration Number:	5036713	HONEST BEAUTY
Registration Number:	4696706	HONEST BEAUTY
Registration Number:	3817736	HONEST BEAUTY
Registration Number:	5296775	HONEST BEAUTY EVEN BRIGHTER
Registration Number:	3231281	HONEST FACE
Registration Number:	6556966	HONEST HYDRATE + CLEANSE
Registration Number:	6804609	HONEST MAMA
Registration Number:	6556965	HONEST NOURISH + CLEANSE
Registration Number:	5116940	HONEST SKINCARE
Registration Number:	3492375	HONESTBABY
Registration Number:	6816267	HONESTLY HEALTHY
Registration Number:	6890190	HONESTLY PURE
Registration Number:	5361095	HONESTLY PURE RETINOL
Registration Number:	5608762	HONESTLY SAFE
Registration Number:	5189093	LESBEHONEST
Registration Number:	6816434	PARENTS + FRIENDS
Registration Number:	6839598	THE HONEST CO.
Registration Number:	4720844	THE HONEST CO.
Registration Number:	4739478	THE HONEST CO.
Registration Number:	5291212	THE HONEST CO.
Registration Number:	6839597	THE HONEST CO. THE HONEST CO.
Registration Number:	5375759	THE HONEST CO. THE HONEST CO.
Registration Number:	5005152	THE HONEST CO. THE HONEST CO.
Registration Number:	4739475	THE HONEST CO. THE HONEST CO.
Registration Number:	4713234	THE HONEST CO. THE HONEST CO.
Registration Number:	5271406	THE HONEST CO. THE HONEST CO.
Registration Number:	5471550	THIS IS CLEAN

Property Type	Number	Word Mark
Registration Number:	5361138	THIS IS HONEST
Registration Number:	5801338	W·E·L·L WOMEN EXCELLING IN LEADERSHIP &L
Registration Number:	5403528	YOUNGER + CLEARER

**CORRESPONDENCE DATA**

**Fax Number:** 2027393001  
*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:** 2027395866  
**Email:** felicia.gordon@morganlewis.com  
**Correspondent Name:** Morgan, Lewis & Bockius LLP  
**Address Line 1:** 1111 Pennsylvania Avenue, NW  
**Address Line 4:** Washington, D.C. 20004

<b>ATTORNEY DOCKET NUMBER:</b>	066397.05-0613
<b>NAME OF SUBMITTER:</b>	Felicia D. Gordon
<b>SIGNATURE:</b>	/Felicia D. Gordon/
<b>DATE SIGNED:</b>	01/27/2023

**Total Attachments: 18**

- source=JPM\_Honest - Trademark Security Agreement dated 1\_25\_23#page1.tif
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of January 25, 2023, by and between THE HONEST COMPANY, INC., a Delaware corporation (the “Grantor”), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the Administrative Agent, the Loan Parties party thereto, and the Lenders, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and IP Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any IP License with respect to Trademarks

*provided*, in each case, to the extent that it constitutes Collateral (as defined in the Security Agreement).

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. [Reserved].

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by email, .pdf, facsimile or other electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Each party agrees that the electronic signatures of the parties included in this Trademark Security Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signatures" mean any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record pursuant to the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309) as amended from time to time or as provided under the Uniform Commercial Code as adopted by the State of New York. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first above written.

**GRANTOR:**

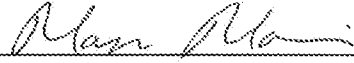
**THE HONEST COMPANY, INC.,**  
a Delaware corporation

By:   
Name: Kelly Kennedy  
Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]

**ADMINISTRATIVE AGENT:**

**JPMORGAN CHASE BANK, N.A.**

By:   
Name: Manju Manwani  
Title: Authorized Officer


[Signature page to Trademark Security Agreement]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

(see attached)



**Trademarks**

Country	Mark	App. No./Reg. No.	App. Date/Reg. Date	Status
United States	7 SLEEPS TO GLOWIER SKIN	6167658	January 22, 2020	Registered
United States	B.L.A.C BLACK LEADERSHIP, ALLIES & COMMUNITY and Design 	6816435	August 9, 2022	Registered
United States	BORN A FAN	5267539	August 5, 2017	Registered
United States	CHEEK TO CHEEK	5581009	October 9, 2018	Registered
United States	CLEAN BEAUTY THAT WORKS	5733947	April 23, 2019	Registered
United States	CLEAN BEAUTY THAT WORKS	5530352	July 31, 2018	Registered

Country	Mark	App. No./Reg. No.	App. Date/Reg. Date	Status
United States	CLEAN CONSCIOUS CULTURE	90678985	April 28, 2021	Pending
United States	CLEAN CONSCIOUS DIAPERS	97583676	September 8, 2022	Pending
United States	CLEAN MASCARA THAT WORKS	88402763	April 15, 2019	Pending
United States	CONTENT, COMMUNITY, COMMERCE	90585205	March 17, 2021	Pending
United States	DEPENDABLY CLEAR	5000211	July 12, 2016	Registered
United States	DOWNLOAD HAPPINESS	5204208	May 16, 2017	Registered

Country	Mark	App. No./Reg. No.	App. Date/Reg. Date	Status
United States	ELEVATED HYDRATION	5005146	July 19, 2016	Registered
United States	EVERYTHING PRIMER	4938036	April 12, 2016	Registered
United States	FLARE CARE	88522774	July 18, 2019	Pending
United States	HONEST	6063462	May 26, 2020	Registered
United States	HONEST	6839596	September 6, 2022	Registered

Country	Mark	App. No./Reg. No.	App. Date/Reg. Date	Status
United States	HONEST	5588550	October 23, 2018	Registered
United States	HONEST	4744028	May 26, 2015	Registered
United States	HONEST	4696715	March 3, 2015	Registered
United States	HONEST	4506748	April 1, 2014	Registered
United States	HONEST	4664222	December 30, 2014	Registered
United States	HONEST	5291210	September 19, 2017	Registered
United States	HONEST BABY CLOTHING	6309022	March 30, 2021	Registered

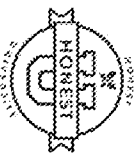
Country	Mark	App. No./Reg. No.	App. Date/Reg. Date	Status
United States	HONEST BABY CLOTHING	6309023	March 30, 2021	Registered
United States	HONEST BEAUTY	5377045	January 9, 2018	Registered
United States	HONEST BEAUTY	4994922	July 5, 2016	Registered
United States	HONEST BEAUTY	4893763	January 26, 2016	Registered

Country	Mark	App. No./Reg. No.	App. Date/Reg. Date	Status
United States	HONEST BEAUTY	4878813	December 29, 2015	Registered
United States	HONEST BEAUTY	4739220	May 19, 2015	Registered
United States	HONEST BEAUTY	5530483	July 31, 2018	Registered
United States	HONEST BEAUTY	5508818	July 3, 2018	Registered


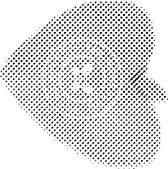
Country	Mark	App. No./Reg. No.	App. Date/Reg. Date	Status
United States	HONEST BEAUTY	5381097	January 16, 2018	Registered
United States	HONEST BEAUTY	4964802	May 24, 2016	Registered
United States	HONEST BEAUTY	5036713	September 6, 2016	Registered
United States	HONEST BEAUTY	4696706	March 31, 2015	Registered
United States	HONEST BEAUTY	3817736	July 13, 2010	Registered
United States	HONEST BEAUTY EVEN BRIGHTER	5296775	September 26, 2017	Registered
United States	HONEST CONTENT, COMMUNITY, COMMERCE	90585210	March 17, 2021	Pending




Country	Mark	App. No./Reg. No.	App. Date/Reg. Date	Status
United States	HONEST FACE	3231281	April 17, 2017	Registered
United States	HONEST HYDRATE + CLEANSE	6556966	November 9, 2021	Registered
United States	HONEST KIDS CLOTHING	90678977	April 28, 2021	Pending
United States	HONEST LIFE	88723290	December 11, 2019	Pending
United States	HONEST MAMA	6804609	July 26, 2022	Registered
United States	HONEST MAN	87917927	May 11, 2018	Pending
United States	HONEST NOURISH + CLEANSE	6556965	November 9, 2021	Registered
United States	HONEST OMNI-ANALYTICS	90449028	January 5, 2021	Pending
United States	HONEST SKINCARE	5116940	January 10, 2017	Registered

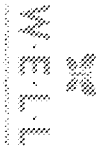


Country	Mark	App. No./Reg. No.	App. Date/Reg. Date	Status
United States	HONEST U HONEST UNIVERSITY and Design 	90725350	May 20, 2021	Pending
United States	HONESTBABY	3492375	August 26, 2008	Registered
United States	HONESTLY HEALTHY	6816267	August 9, 2022	Registered
United States	HONESTLY PURE	6890190	November 1, 2022	Registered
United States	HONESTLY PURE	90115732	August 14, 2020	Pending
United States	HONESTLY PURE RETINOL	5361095	December 19, 2017	Registered
United States	HONESTLY SAFE	5608762	November 13, 2018	Registered

Country	Mark	App. No./Reg. No.	App. Date/Reg. Date	Status
United States	HONESTO	87630277	October 2, 2017	Pending
United States	LESBEHONEST	5189093	April 25, 2017	Registered
United States	MIND, FULLY, MADE.	90678993	April 28, 2021	Pending
United States	PARENTS + FRIENDS and Design 	6816434	August 9, 2022	Registered
United States	PARENTS + FRIENDS			
United States	THE HONEST CO.	6839598	September 6, 2022	Registered
United States	THE HONEST CO.	4720844	April 14, 2015	Registered
United States	THE HONEST CO.	4739478	May 19, 2015	Registered

Country	Mark	App. No./Reg. No.	App. Date/Reg. Date	Status
United States	THE HONEST CO.	5291212	September 19, 2017	Registered
United States	THE HONEST CO. THE HONEST CO. and Design	6839597	September 6, 2022	Registered
United States	 THE HONEST CO. THE HONEST CO. and Design	5375759	January 9, 2018	Registered
United States	 THE HONEST CO. THE HONEST CO. and Design	5005152	July 19, 2016	Registered

Country	Mark	App. No./Reg. No.	App. Date/Reg. Date	Status
United States	THE HONEST CO. THE HONEST CO. and Design 	4739475	May 19, 2015	Registered
United States	THE HONEST CO. THE HONEST CO. and Design 	4713234	March 31, 2015	Registered
United States	THE HONEST CO. THE HONEST CO. and Design 	5271406	August 22, 2017	Registered
United States	THIS IS CLEAN	5471550	May 15, 2018	Registered

Country	Mark	App. No./Reg. No.	App. Date/Reg. Date	Status
United States	THIS IS HONEST	5361138	December 19, 2017	Registered
United States	W·E·L·L WOMEN EXCELLING IN LEADERSHIP & LIVING and Design 	5801338	July 9, 2019	Registered
United States	YOUNGER + CLEARER	5403528	February 13, 2018	Registered