

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415777

| | | | |
|-----------------------------------|------------------------------|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Saje Natural Business, Inc. | | 02/10/2017 | Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Owl Rock Capital Corporation | | |
| Street Address: | 245 Park Avenue | | |
| Internal Address: | 41st Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10167 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 25 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3731950 | SAJE NATURAL WELLNESS | |
| Serial Number: | 87109058 | AIROMA LOO | |
| Serial Number: | 87111856 | AROMAART | |
| Serial Number: | 87103933 | AROMABREEZE | |
| Serial Number: | 87103977 | AROMAGEM | |
| Serial Number: | 87090323 | AROMAGENI | |
| Serial Number: | 87104029 | AROMAOM | |
| Serial Number: | 87111983 | CITRUS DREAM | |
| Serial Number: | 87111119 | FORTIFY | |
| Serial Number: | 87110412 | GUTZY | |
| Serial Number: | 87125502 | KATE'S FAVES | |
| Serial Number: | 87112165 | LIQUID SUNSHINE | |
| Serial Number: | 87124121 | MOUNTAIN HIGH | |
| Serial Number: | 87121458 | PEACEFUL SLUMBER | |
| Serial Number: | 87090354 | PEPPERMINT HALO | |
| Serial Number: | 87104052 | POCKET FARMACY | |
| Serial Number: | 87112209 | RELAX-O-RING | |
| Serial Number: | 87112225 | ROLLING FARMACY | |

OP \$640.00 3731950

| Property Type | Number | Word Mark |
|----------------|----------|-------------|
| Serial Number: | 87103884 | SAJE |
| Serial Number: | 87103994 | SAJE |
| Serial Number: | 87112250 | SPA SPIRIT |
| Serial Number: | 87134003 | SWISH |
| Serial Number: | 87112282 | TRANQUILITY |
| Serial Number: | 87150499 | TRAUMA LESS |
| Serial Number: | 87112272 | ZAP |

CORRESPONDENCE DATA

Fax Number: 2122919868

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: 212-558-4229

Email: demarcor@sullcrom.com, nguyenb@sullcrom.com

Correspondent Name: Raffaele A. DeMarco

Address Line 1: 125 Broad Street

Address Line 2: Sullivan & Cromwell LLP

Address Line 4: New York, NEW YORK 10004-2498

| | |
|---------------------------|-----------------------|
| NAME OF SUBMITTER: | Raffaele A. DeMarco |
| SIGNATURE: | /Raffaele A. DeMarco/ |
| DATE SIGNED: | 02/10/2017 |

Total Attachments: 10

- source=SC1-#4343137-v1-Saje_-_Trademark_Security_Agreement_(Executed)#page1.tif
- source=SC1-#4343137-v1-Saje_-_Trademark_Security_Agreement_(Executed)#page2.tif
- source=SC1-#4343137-v1-Saje_-_Trademark_Security_Agreement_(Executed)#page3.tif
- source=SC1-#4343137-v1-Saje_-_Trademark_Security_Agreement_(Executed)#page4.tif
- source=SC1-#4343137-v1-Saje_-_Trademark_Security_Agreement_(Executed)#page5.tif
- source=SC1-#4343137-v1-Saje_-_Trademark_Security_Agreement_(Executed)#page6.tif
- source=SC1-#4343137-v1-Saje_-_Trademark_Security_Agreement_(Executed)#page7.tif
- source=SC1-#4343137-v1-Saje_-_Trademark_Security_Agreement_(Executed)#page8.tif
- source=SC1-#4343137-v1-Saje_-_Trademark_Security_Agreement_(Executed)#page9.tif
- source=SC1-#4343137-v1-Saje_-_Trademark_Security_Agreement_(Executed)#page10.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 10, 2017, is made by Saje Natural Business, Inc., a Canadian corporation ("Borrower"), in favor of Owl Rock Capital Corporation, a Maryland corporation, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") acting for itself and for the administrative agent and the lenders (the "Lenders") party to the Credit Agreement (as defined below) from time to time (collectively, the "Lender Parties").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 10, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, certain affiliates of the Borrower and the Lender Parties, the Lender have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Borrower has agreed, pursuant to (i) a General Security Agreement, dated as of February 10, 2017, in favor of the Agent and (ii) an Intellectual Property Security Agreement, dated as of February 10, 2017, in favor of the Agent (the "IP Security Agreement"), to grant a security interest in the Collateral (as defined in the IP Security Agreement) of the Borrower, including the Trademark Collateral (as defined below), and to guarantee its Obligations (as defined in the IP Security Agreement) therein;

NOW, THEREFORE, in consideration of the premises and to induce the Lender Parties to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, the Borrower hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, hereby grants to the Agent for the benefit of the Lender Parties a lien on and security interest in, all of its right, title and interest in, to and under the following (the "Trademark Collateral"):

- (a) all of its trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement or other violation thereof.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted under this Agreement in any intent-to-use trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office or to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law of the United States.

Section 3. IP Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the IP Security Agreement, and the Borrower hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Delaware.

[Signature Pages Follow]

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SAJE NATURAL BUSINESS INC.
as Borrower

By: 
Name: Kate Ross LeBlanc
Title: Chief Executive Officer

OWL ROCK CAPITAL CORPORATION
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to the Trademark Security Agreement]

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SAJE NATURAL BUSINESS INC.
as Borrower

By: _____
Name:
Title:


OWL ROCK CAPITAL CORPORATION
as Collateral Agent

By: 
Name: Alan Kirshenbaum
Title: Chief Financial Officer

Schedule 1

Registered Trademarks

The following is a list of registered trademarks owned by the Borrower:



| Owner | Description | Registration Number | Country | Filing Date | Expiration Date |
|----------|--|---------------------|---------|------------------|--------------------|
| Borrower | AROMAGENI | TMA865,301 | Canada | October 17, 2012 | November 18, 2028 |
| Borrower | PEPPERMINT HALO | TMA865,303 | Canada | October 15, 2012 | November 18, 2028 |
| Borrower | SAJE (stylized design)  | TMA567,506 | Canada | November 8, 1996 | September 17, 2017 |
| Borrower | Saje Natural Wellness | 5380739 | Japan | January 7, 2011 | January 7, 2021 |
| Borrower | SAJE NATURAL WELLNESS | 3731950 | USA | December 4, 2007 | December 29, 2019 |

Trademark Applications

The following is a list of trademark applications filed by the Borrower:

| Filer | Description | Application Number | Country | Filing Date | Status |
|----------|-----------------|--------------------|---------|---------------|----------------------|
| Borrower | AIROMA LOO | 1791856 | Canada | July 20, 2016 | Awaiting examination |
| Borrower | ALLERGY RELEASE | 1791843 | Canada | July 18, 2016 | Awaiting examination |
| Borrower | aromaArt | 1792297 | Canada | July 20, 2016 | Awaiting examination |
| Borrower | aromaBreeze | 1791266 | Canada | July 13, 2016 | Awaiting examination |

| Filer | Description | Application Number | Country | Filing Date | Status |
|--------------|----------------------------|---------------------------|----------------|--------------------|----------------------|
| Borrower | aromaGem | 1791277 | Canada | July 13, 2016 | Awaiting examination |
| Borrower | aromaOm | 1791290 | Canada | July 13, 2016 | Awaiting examination |
| Borrower | CITRUS DREAM | 1792307 | Canada | July 20, 2016 | Awaiting examination |
| Borrower | EATER'S DIGEST | 1792402 | Canada | July 21, 2016 | Awaiting examination |
| Borrower | IMMUNE | 1792400 | Canada | July 21, 2016 | Awaiting examination |
| Borrower | KATE'S FAVES | 1793986 | Canada | August 2, 2016 | Awaiting examination |
| Borrower | LIQUID SUNSHINE | 1792329 | Canada | July 20, 2016 | Awaiting examination |
| Borrower | MOUNTAIN HIGH | 1793793 | Canada | July 29, 2016 | Awaiting examination |
| Borrower | POCKET FARMACY | 1791315 | Canada | July 13, 2016 | Awaiting examination |
| Borrower | RELAX-O-RING | 1792325 | Canada | July 20, 2016 | Awaiting examination |
| Borrower | REMETEA | 1792337 | Canada | July 20, 2016 | Awaiting examination |
| Borrower | ROLLING FARMACY | 1792365 | Canada | July 20, 2016 | Awaiting examination |
| Borrower | SAJE (standard characters) | 1791329 | Canada | July 13, 2016 | Awaiting examination |

| Filer | Description | Application Number | Country | Filing Date | Status |
|----------|---|--------------------|-----------|-----------------|---|
| Borrower | SAJE (stylized design)  | 1791330 | Canada | July 13, 2016 | Awaiting examination (filed to increase class of goods and services that apply to the mark) |
| Borrower | SAJE NATURAL WELLNESS | 1791331 | Canada | July 13, 2016 | Awaiting examination |
| Borrower | SNORE NO MORE | 1793792 | Canada | July 29, 2016 | Awaiting examination |
| Borrower | SPA SPIRIT | 1792399 | Canada | July 21, 2016 | Awaiting examination |
| Borrower | SWISH | 1794989 | Canada | August 9, 2016 | Awaiting examination |
| Borrower | TRANQUILITY | 1792401 | Canada | July 21, 2016 | Awaiting examination |
| Borrower | ZAP | 1792369 | Canada | July 18, 2016 | Awaiting examination |
| Borrower | SAJE (standard characters) | 1785499 | Australia | July 25, 2016 | Awaiting examination |
| Borrower | SAJE (stylized design)  | 1785501 | Australia | July 25, 2016 | Awaiting examination |
| Borrower | SAJE NATURAL WELLNESS | 1788752 | Australia | August 10, 2016 | Awaiting examination |
| Borrower | SAJE NATURAL WELLNESS | 1774336 | Australia | June 1, 2016 | Pending |

| Filer | Description | Application Number | Country | Filing Date | Status |
|----------|---|--------------------|----------------|-----------------|--|
| Borrower | Saje (stylized design)  | 015697329 | European Union | July 28, 2016 | Examined – response to examiner’s report filed |
| Borrower | SAJE (standard characters) | 015692296 | European Union | July 25, 2016 | Examined – response to examiner’s report filed |
| Borrower | SAJE NATURAL WELLNESS | 015697386 | European Union | July 28, 2016 | Examined – response to examiner’s report filed |
| Borrower | SAJE (standard characters) | 303849058 | Hong Kong | July 25, 2016 | Published |
| Borrower | Saje (stylized design)  | 303849067 | Hong Kong | July 25, 2016 | Published |
| Borrower | SAJE NATURAL WELLNESS | 303849076 | Hong Kong | July 25, 2016 | Published |
| Borrower | SAJE | 2016-092589 | Japan | August 24, 2016 | Awaiting examination |
| Borrower | Saje (stylized design)  | 2016-092590 | Japan | August 24, 2016 | Awaiting examination |
| Borrower | SAJE NATURAL WELLNESS (class 3) | 1783827 | Mexico | August 16, 2016 | Awaiting registration |

| Filer | Description | Application Number | Country | Filing Date | Status |
|--------------|----------------------------------|---------------------------|----------------|--------------------|-----------------------|
| Borrower | SAJE NATURAL WELLNESS (class 5) | 1800639 | Mexico | September 26, 2016 | Awaiting examination |
| Borrower | SAJE NATURAL WELLNESS (class 11) | 1800640 | Mexico | September 26, 2016 | Awaiting examination |
| Borrower | SAJE NATURAL WELLNESS (class 35) | 1783829 | Mexico | August 16, 2016 | Awaiting registration |
| Borrower | AIROMA LOO | 87109058 | USA | July 19, 2016 | Awaiting publication |
| Borrower | aromaArt | 87111856 | USA | July 21, 2016 | Published |
| Borrower | aromaBreeze | 87103933 | USA | July 14, 2016 | Examined |
| Borrower | aromaGem | 87103977 | USA | July 14, 2016 | Published |
| Borrower | aromaGeni | 87090323 | USA | June 30, 2016 | In suspension |
| Borrower | aromaOm | 87104029 | USA | July 14, 2016 | Awaiting publication |
| Borrower | CITRUS DREAM | 87111983 | USA | July 20, 2016 | Examined |
| Borrower | FORTIFY | 87111119 | USA | July 21, 2016 | Examined |
| Borrower | GUTZY | 87110412 | USA | July 20, 2016 | Awaiting publication |
| Borrower | KATE'S FAVES | 87125502 | USA | August 3, 2016 | Awaiting examination |
| Borrower | LIQUID SUNSHINE | 87112165 | USA | July 21, 2016 | Examined |
| Borrower | MOUNTAIN HIGH | 87124121 | USA | August 2, 2016 | Published |
| Borrower | PEACEFUL SLUMBER | 87121458 | USA | July 29, 2016 | Examined |

| Filer | Description | Application Number | Country | Filing Date | Status |
|----------|---|--------------------|---------|-----------------|--|
| Borrower | PEPPERMINT HALO | 87090354 | USA | June 30, 2016 | Examined – response to office action filed |
| Borrower | POCKET FARMACY | 87104052 | USA | July 14, 2016 | Examined |
| Borrower | RELAX-O-RING | 87112209 | USA | July 21, 2016 | Published |
| Borrower | ROLLING FARMACY | 87112225 | USA | July 21, 2016 | Examined – response to office action filed |
| Borrower | SAJE (Standard Characters) | 87103884 | USA | July 14, 2016 | Examined |
| Borrower | SAJE (Stylized Design)  | 87103994 | USA | July 14, 2016 | Examined |
| Borrower | SPA SPIRIT | 87112250 | USA | July 21, 2016 | Published |
| Borrower | SWISH | 87134003 | USA | August 10, 2016 | Examined |
| Borrower | TRANQUILITY | 87112282 | USA | July 21, 2016 | Published |
| Borrower | TRAUMA LESS | 87150499 | USA | August 25, 2016 | Examined |
| Borrower | ZAP | 87112272 | USA | July 21, 2016 | Examined |