

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606775

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
P & L DEVELOPMENT, LLC		11/03/2020	Limited Liability Company: DELAWARE
PL DEVELOPMENTS COPIAGUE, LLC		11/03/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4239573	PLD
Registration Number:	4215781	PLDEVELOPMENTS
Registration Number:	4215780	PLDEVELOPMENTS
Registration Number:	4547768	READY INCASE
Registration Number:	4547767	READY IN CASE
Registration Number:	4626399	HEARTBURN RELIEF 24 HOUR
Registration Number:	4456896	PUT OUR QUALITY AND SERVICE BEHIND YOURB
Registration Number:	4742171	READY INCASE
Registration Number:	5615690	WB WELLNESS BASICS
Registration Number:	5171721	EASYLAX
Registration Number:	2158098	OUR SPECIAL VALUE
Registration Number:	1362813	MOISTUREL
Registration Number:	6006010	ISO-BLU
Registration Number:	6006011	ISO-BLU
Registration Number:	6163916	NIX THE HABIT
Registration Number:	6164100	WELLNESS BASICS

OP \$415.00 4239573

CORRESPONDENCE DATA**Fax Number:**

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: 800-494-5225**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Stewart Walsh**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL Inc.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1285802 TM
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NAME OF SUBMITTER:	Wenny Zhu
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SIGNATURE:	/Wenny Zhu/
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DATE SIGNED:	11/04/2020
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Total Attachments: 5

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**Grant of Security Interest
in United States Trademarks**

November 3, 2020

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each of P & L DEVELOPMENT, LLC, a Delaware limited liability company having its chief executive office at 609-2 Cantiague Rock Road, Westbury, NY 11590, and PL DEVELOPMENTS COPIAGUE, LLC, a Delaware limited liability company and having its chief executive office at c/o P & L Development, LLC 609-2 Cantiague Rock Road, Westbury, NY 11590 (each, a “Grantor”; and collectively, the “Grantors”), hereby grants to Wilmington Trust, National Association, solely in its capacity as Collateral Agent (the “Grantee”), a security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired which, includes such Grantor’s rights to all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, certification marks, collective marks, brand names, trademark rights arising out of domain names and trade dress which are or have been used in the United States, in any state, province or territory or possession thereof, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, in each case whether registered or unregistered, and with respect to any and all of the foregoing:

(i) the goodwill of the business symbolized thereby or associated therewith;

(ii) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office and including, without limitation, the registrations and applications referred to in Schedule A hereto;

(iii) all extensions and renewals thereof;

(iv) all claims for, and rights to sue for, past, present or future infringements, dilutions, and other violations thereof;

(v) all Proceeds of the foregoing, including, without limitation, all income, license fees, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements, dilutions, or other violations thereof; and

(vi) all other rights corresponding thereto throughout the world; provided, however, that the Trademark Collateral shall not include and no Security Interest shall be deemed granted in any intent-to-use (ITU) United States application for a Trademark registration, for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a “Statement of Use” or “Amendment to Allege Use” is filed with the United States Patent and Trademark Office.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantors, the Grantee and certain other parties dated as of November 3, 2020, as amended, restated, supplemented or otherwise modified from time to time (the “Security Agreement”). The rights and remedies of the Grantee 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.

This Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Grant of Security Interest in United States Trademarks.

This Grant of Security Interest in United States Trademarks shall be governed by, and construed in accordance with the laws of the State of New York.

This Grant of Security Interest in United States Trademarks may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

Wilmington Trust, National Association is entering into this Grant of Security Interest in United States Trademarks solely in its capacity as Collateral Agent under the Indenture and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities set forth in the Indenture as if such rights, privileges and immunities were set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in United States Trademarks as of the day and year first above written.

P & L DEVELOPMENT, LLC
PL DEVELOPMENTS COPIAGUE, LLC,
each as a Grantor

By:



Name: Evan Singer

Title: President


[Signature Page to Grant of Security Interest
in United States Trademarks]

TRADEMARK
REEL: 007095 FRAME: 0254

Agreed and Accepted:

WILMINGTON TRUST, NATIONAL ASSOCIATION,

solely in its capacity as Collateral Agent and Grantee

By: 
Name: Sarah Vilhauer
Title: Banking Officer

SCHEDULE A to Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Issued Trademarks:

Mark Name	Owner	Status	App/Serial Number	App Date	Reg Number	Reg Date
PLD	P & L Development, LLC	Active	76710699	02/27/2012	4239573	11/13/2012
PLDEVELOPMENTS	P & L Development, LLC	Active	76710702	02/27/2012	4215781	10/02/2012
PLDEVELOPMENTS (Design)	P & L Development, LLC	Active	76710701	02/27/2012	4215780	10/02/2012
READY IN CASE	P & L Development, LLC	Active	76712475	09/25/2012	4547768	06/10/2014
READY INCASE	P & L Development, LLC	Active	76711996	07/23/2012	4547767	06/10/2014
HEARTBURN RELIEF 24 HOUR	P & L Development, LLC	Active	76712900	11/20/2012	4626399	10/21/2014
PUT OUR QUALITY AND SERVICE BEHIND YOUR BRAND	P & L Development, LLC	Active	76714058	04/30/2013	4456896	12/31/2013
READY INCASE (Design)	P & L Development, LLC	Active	86276186	05/08/2014	4742171	05/26/2015
WB WELLNESS BASICS (Design)	P & L Development, LLC	Active	87854894	03/29/2018	5615690	11/27/2018
EASYLAX	P & L Development, LLC	Active	76719358	05/27/2016	5171721	03/28/2017
OUR SPECIAL VALUE	P & L Development, LLC	Active	75111759	05/30/1996	2158098	05/19/1998
MOISTUREL	PL Developments Copiague, LLC	Active	73487528	06/28/1984	1362813	10/01/1985
ISO-BLU	P & L Development, LLC	Active	88505906	07/09/2019	6006010	03/10/2020
ISO-BLU	P & L Development, LLC	Active	88505917	07/09/2019	6006011	03/10/2020
NIX THE HABIT	P & L Development, LLC	Active	88838877	03/18/2020	6163916	09/29/2020
WELLNESS BASICS	P & L Development, LLC	Active	88849934	03/27/2020	6164100	09/29/2020

Trademark Applications:

None.