

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776887

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement
RESUBMIT DOCUMENT ID:	900729966

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
P & L DEVELOPMENT, LLC		11/03/2022	Limited Liability Company: DELAWARE
PL DEVELOPMENTS COPIAGUE, LLC		11/03/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4239573	PLD
Registration Number:	4215781	PLDEVELOPMENTS
Registration Number:	4215780	PLDEVELOPMENTS
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:	1362813	MOISTUREL
Registration Number:	6006010	ISO-BLU
Registration Number:	6006011	ISO-BLU
Registration Number:	6163916	NIX THE HABIT
Registration Number:	6164100	WELLNESS BASICS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Gloria Sheehan
---------------------------	----------------

SIGNATURE:	/Gloria Sheehan/
-------------------	------------------

DATE SIGNED:	12/28/2022
---------------------	------------

Total Attachments: 13

source=Submitted Amended and Restated IP Security Agreement for filing with USPTO - BofA_PL#page1.tif
source=Submitted Amended and Restated IP Security Agreement for filing with USPTO - BofA_PL#page2.tif
source=Submitted Amended and Restated IP Security Agreement for filing with USPTO - BofA_PL#page3.tif
source=Submitted Amended and Restated IP Security Agreement for filing with USPTO - BofA_PL#page4.tif
source=Submitted Amended and Restated IP Security Agreement for filing with USPTO - BofA_PL#page5.tif
source=Submitted Amended and Restated IP Security Agreement for filing with USPTO - BofA_PL#page6.tif
source=Submitted Amended and Restated IP Security Agreement for filing with USPTO - BofA_PL#page7.tif
source=Submitted Amended and Restated IP Security Agreement for filing with USPTO - BofA_PL#page8.tif
source=Submitted Amended and Restated IP Security Agreement for filing with USPTO - BofA_PL#page9.tif
source=Submitted Amended and Restated IP Security Agreement for filing with USPTO - BofA_PL#page10.tif
source=Submitted Amended and Restated IP Security Agreement for filing with USPTO - BofA_PL#page11.tif
source=Submitted Amended and Restated IP Security Agreement for filing with USPTO - BofA_PL#page12.tif
source=Submitted Amended and Restated IP Security Agreement for filing with USPTO - BofA_PL#page13.tif

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

P & L DEVELOPMENT, LLC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) November 3, 2022

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

No

Name: Bank of America, N.A., as Agent

Internal Address:

Street Address: One Bryant Park

City: New York

State: NY

Country: USA Zip: 10036

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other LLC Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amended and Restated Intellectual Property Security Agreement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cis-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

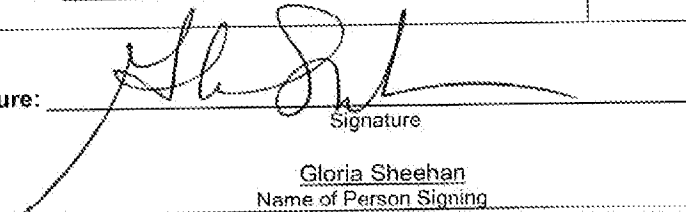
a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature:


Signature

Gloria Sheehan
Name of Person Signing

November 3, 2022

Date

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

ADDITIONAL NAMES OF CONVEYING PARTIES

PL DEVELOPMENTS COPIAGUE, LLC Limited Liability Company DE

7215007.1

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**IP Security Agreement**"), dated as of November 3, 2022, is made by P & L DEVELOPMENT, LLC ("**Development**"), and PL DEVELOPMENTS COPIAGUE, LLC ("**Copiague**"); and together with Development, each individually, a "**Grantor**" and collectively, the "**Grantors**", in favor of BANK OF AMERICA, N.A., as agent ("**Grantee**") for the Secured Parties referenced in the below-defined Credit Agreement.

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated on or about the date hereof, among Grantors, the other Obligor parties thereto, Grantee and the lender parties thereto (the "**ABL Lenders**") (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "**ABL Loan Agreement**"), the ABL Lenders have extended and may extend certain loans and other financial accommodations to the Grantors pursuant to the terms of the ABL Loan Agreement and various documents, instruments, guaranties and agreements delivered contemporaneously in connection therewith (all of the foregoing, together with this IP Security Agreement and the ABL Loan Agreement, as the same may now exist or may hereafter be amended, modified, restated, renewed, extended or supplemented, are collectively referred to herein as the "**ABL Loan Documents**"); and

WHEREAS, under the terms of the ABL Loan Documents, each Grantor has granted to Grantee a security interest in, among other property, the intellectual property of such Grantor; and

WHEREAS, each Grantor has agreed to execute and deliver this IP Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("**USPTO**") and the United States Copyright Office ("**US Copyright Office**").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Grantee as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the ABL Loan Agreement.
2. **Grant of Security.** Each Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a security interest in, and Lien upon, all of the right, title and interest of such Grantor in, to and under the Intellectual Property of such Grantor, including, without limitation, all of the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "**IP Collateral**"):
 - (a) the trademarks and trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with each Grantor's business symbolized by the foregoing or connected therewith (the "**Trademarks**");
 - (b) the patents and patent applications set forth on Schedule 2 and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto hereto (the "**Patents**");
 - (c) the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of each Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this IP Security Agreement to the contrary, the term "IP Collateral" shall not include any United States intent-to-use trademark applications 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, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered IP Collateral.

3. Recordation.

(a) With respect to the Patents and Trademarks, each Grantor hereby authorizes the Commissioner for Trademarks and/or Patents for the USPTO and any other government officials to record and register this IP Security Agreement upon request by the Grantee.

(b) With respect to the Copyrights, each Grantor authorizes the Register of Copyrights for the US Copyright Office and any other government officials to record and register this IP Security Agreement upon request by the Grantee.

4. Special Power of Attorney. Each Grantor will, concurrently with the execution and delivery of this IP Security Agreement, execute and deliver to Grantee an original of a Special Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the IP Collateral pursuant to Grantee's exercise of the rights and remedies granted to Grantee hereunder and under the other ABL Loan Documents (but subject to the Intercreditor Agreement).

5. Other Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the ABL Loan Agreement, which is hereby incorporated by reference. The provisions of the ABL Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The obligations and covenants of each Grantor relating to the IP Collateral are as provided by the ABL Loan Agreement and nothing in this IP Security Agreement shall be deemed to limit such obligations or any covenants pertaining to the IP Collateral. The rights and remedies of the Grantee with respect to the IP Collateral are as provided by the ABL Loan Agreement and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

6. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

7. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantors and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this IP Security Agreement, shall be governed by the dispute resolution provisions set forth in the ABL Loan Agreement.

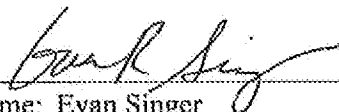
10. Amendment and Restatement. This IP Security Agreement amends, restates, replaces and supersedes the Intellectual Property Security Agreement, dated May 1, 2015 ("Existing IP Security Agreement"), among certain Grantors, the Grantee, as lender, and the other parties party thereto. This IP Security Agreement is being delivered in substitution for and replacement of, and not in satisfaction of, the Existing IP Security Agreement. This IP Security Agreement is not intended to extinguish, release or otherwise discharge any Grantor's obligations under the Existing IP Security Agreement and is not intended to be a novation of any Grantor's obligations thereunder.

[Signature page follows]

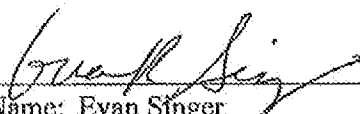
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTORS:

P & L DEVELOPMENT, LLC

By: 
Name: Evan Singer
Title: President


PL DEVELOPMENTS COPIAGUE, LLC

By: 
Name: Evan Singer
Title: President

AGREED TO AND ACCEPTED:

GRANTEE:

BANK OF AMERICA, N.A., as Agent

By: 
Name: Edgar Ekerins
Title: Authorized Signatory

Address: One Bryant Park
New York, NY 10036

{IP Security Agreement}

SCHEDULE 1

Trademarks and Trademark Applications

TRADEMARKS:

Mark Name	Owner	Status	App/Serial Number	App Date	Reg Number	Reg Date
PLD & Design	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	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
MOISTUREL	PL Developments Copiague, LLC	Active	73487528	06/28/1984	1362813	10/01/1985
ISO-BLU Logo	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

[Schedule 1 – IP Security Agreement]

7201010.3

TRADEMARK
REEL: 007917 FRAME: 0389

WELLNESS BASICS	P & L Development, LLC	Active	88849934	03/27/2020	6164100	09/29/2020
-----------------	------------------------------	--------	----------	------------	---------	------------

[Trademark Security Agreement]

7201010.3

TRADEMARK
REEL: 007917 FRAME: 0390

SCHEDULE 2

Patents and Patent Applications

NONE

7201010.3

[Schedule 2 - IP Security Agreement]

TRADEMARK
REEL: 007917 FRAME: 0391

SCHEDULE 3

Copyrights and Copyright Applications

NONE

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of P & L DEVELOPMENT, LLC (“**Development**”), and PL DEVELOPMENTS COPIAGUE, LLC (“**Copiague**”; and together with Development, each individually, a “**Grantor**” and collectively, the “**Grantors**”), hereby appoints and constitutes BANK OF AMERICA, N.A., in its capacity as Agent for the Secured Parties (“**Grantee**”), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on its behalf following the occurrence and during the continuation of an Event of Default, as such term is defined in the Amended and Restated Loan and Security Agreement, dated of even date herewith, among Grantors, the other Obligor parties thereto, Grantee and the Secured Parties (the “**ABL Loan Agreement**”):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Grantee, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of each Grantor in and to any IP Collateral (as defined in the IP Security Agreement), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Grantee, in its discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to that certain Amended and Restated Intellectual Property Security Agreement, dated of even date herewith, among Grantors and Grantee (the “**IP Security Agreement**”), and may not be revoked until Full Payment of the Obligations, as such terms are defined in the ABL Loan Agreement.

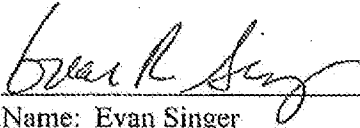
Dated as of November 3, 2022.

[Signature Page Follows]


IN WITNESS WHEREOF, each Grantor has caused this Special Power of Attorney to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTORS:

P & L DEVELOPMENT, LLC

By: 
Name: Evan Singer
Title: President

PL DEVELOPMENT COPIAGUE, LLC

By: 
Name: Evan Singer
Title: President

[Special Power of Attorney to IP Security Agreement]