

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6606102

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
HERBALIFE INTERNATIONAL OF AMERICA, INC.	03/17/2021

**RECEIVING PARTY DATA**

<b>Name:</b>	JEFFERIES FINANCE LLC, AS COLLATERAL AGENT
<b>Street Address:</b>	520 MADISON AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022

**PROPERTY NUMBERS Total: 3**

Property Type	Number
<b>Application Number:</b>	17034672
<b>Application Number:</b>	16673845
<b>Application Number:</b>	16048091

**CORRESPONDENCE DATA**

**Fax Number:** (212)751-4864  
*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:** 2129061216  
**Email:** angela.amaru@lw.com  
**Correspondent Name:** LATHAM & WATKINS LLP C/O ANGELA M. AMARU  
**Address Line 1:** 885 THIRD AVENUE  
**Address Line 4:** NEW YORK, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	038507-0722
<b>NAME OF SUBMITTER:</b>	ANGELA M. AMARU
<b>SIGNATURE:</b>	/s/ Angela M. Amaru
<b>DATE SIGNED:</b>	03/17/2021

**Total Attachments: 5**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of March 17, 2021 (this “Agreement”), is made by each of the signatories hereto indicated as a “Pledgor” (each a “Pledgor” and collectively, the “Pledgors”) in favor of JEFFERIES FINANCE LLC, as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Collateral Agent”).

**WHEREAS**, pursuant to that certain Credit Agreement dated as of August 16, 2018 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among the Borrowers, Jefferies Finance LLC, as Term B Agent and Collateral Agent, Coöperatieve Rabobank U.A., New York Branch as Term A Agent, Issuing Bank and Revolver Administrative Agent, and the Lenders party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein; and

**WHEREAS**, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Pledgors entered into the Security Agreement dated as of August 16, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) between each of the Pledgors and the Collateral Agent, pursuant to which each of the Pledgors granted to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a security interest in the Patent Collateral (as defined below); and

**WHEREAS**, pursuant to the Security Agreement, each Pledgor agreed to execute and this Agreement, in order to record the security interest granted to the Collateral Agent with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgors hereby agree with the Collateral Agent as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### **SECTION 2. Grant of Security Interest**

As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby grants to Collateral Agent, for its benefit and for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Pledgor’s right, title and interest in, to and under all of the following property, wherever located, whether now owned or existing, or hereafter arising or acquired from time to time (collectively, the “Patent Collateral”):

the patents, patent applications and recordings listed in Schedule A hereto, together with any and all (a) rights and privileges arising under applicable law with respect to such Pledgor's use of any such patents, (b) inventions and improvements described and claimed therein, (c) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (d) income, fees, royalties, damages, claims and payments now or hereafter due or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (e) rights corresponding thereto throughout the world, and (f) rights to sue for past, present or future infringements thereof.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. Governing Law** THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), EXCEPT TO THE EXTENT, IN ACCORDANCE WITH CHOICE-OF-LAW PRINCIPLES, THAT THE PERFECTION OF THE SECURITY INTERESTS GRANTED HEREUNDER, OR REMEDIES HEREUNDER IN RESPECT OF ANY OF THE PATENT COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

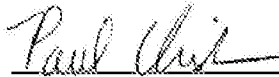
### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

Accepted and Agreed:

**JEFFERIES FINANCE LLC,**  
as Collateral Agent

By:   
Name: Paul Chisholm  
Title: Managing Director

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 055623 FRAME: 0787**

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

**Herbalife International of America, Inc.,  
as Pledgor**

By: Richard Caloca  
Name: Richard Caloca  
Title: Treasurer

**SCHEDULE A**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENTS AND PATENT APPLICATIONS**

Title	Application No.	Filing Date	Patent No.	Issue Date
ACETYLATION OF POLYSACCHARIDES	17034672	9/28/2020		
METHODS OF TREATMENT USING DECOLORIZED ALOE VERA EXTRACTS	16673845	11/4/2019		
AUTHENTICATION OF BOTANICAL DNA ISOLATED FROM DIETARY SUPPLEMENTS	16048091	7/27/2018		