

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6814492

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
AGOURA HEALTH PRODUCTS, LLC	05/04/2020
ALTERN MARKETING, LLC	05/04/2020
BEVERLY HILLS MD, LLC	05/04/2020
BEVERLY HILLS STYLE SCIENCES, LLC	05/04/2020
CALI PET NUTRIENTS, LLC	05/04/2020
CALIFORNIA GENIUS PARTNERS, LLC	05/04/2020
CALIFORNIA PET PARTNERS, LLC	05/04/2020
CALIFORNIA SKIN PRODUCTS, LLC	05/04/2020
CALIFORNIA SLIMMING, LLC	05/04/2020
CITY BEAUTY, LLC	05/04/2020
DSMB PARTNERS, LLC	05/04/2020
HD WELLNESS, LLC	05/04/2020
LIVING CELL RESEARCH, LLC	05/04/2020
ONE TWO COSMETICS, LLC	05/04/2020
PACIFIC HEALTH SUPPLEMENTS, LLC	05/04/2020
PRINCETON NUTRIENTS, LLC	05/04/2020
PROBIOTIC AMERICA, LLC	05/04/2020
REJUVENATING HAIR SCIENCES, LLC	05/04/2020
THGH PARTNERS, LLC	05/04/2020
WHOLE BODY RESEARCH, LLC	05/04/2020
WISCONSIN SUPPLEMENTS, LLC	05/04/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	500 FIRST AVENUE
<b>Internal Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC
<b>City:</b>	PITTSBURGH
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>PROPERTY NUMBERS Total: 3</b>	

Property Type	Number
Patent Number:	10149506
Patent Number:	D790771
Patent Number:	D813461

#### CORRESPONDENCE DATA

**Fax Number:** (215)832-5619

*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:** 2155695619

**Email:** pecsenye@blankrome.com

**Correspondent Name:** TIMOTHY D. PECSENYE (074658-19066)

**Address Line 1:** ONE LOGAN SQUARE

**Address Line 2:** 8TH FLOOR

**Address Line 4:** PHILADELPHIA, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-19066
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<b>NAME OF SUBMITTER:</b>	TIMOTHY D. PECSENYE
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<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
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<b>DATE SIGNED:</b>	07/15/2021
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#### Total Attachments: 14

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## IP SECURITY AGREEMENT SUPPLEMENT

This IP Security Agreement Supplement, dated as of May 4, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement Supplement"), is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and PNC Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, ALTERN MARKETING, LLC, a California limited liability company ("Borrower"), has entered into that certain Revolving Credit, Term Loan and Security Agreement, dated as of October 7, 2019 (as may be amended, modified, supplemented, renewed, restated or replaced from time to time, the "Credit Agreement"), by and among the Borrower, each other guarantor from time to time party thereto (collectively, the "Guarantors" and, together with the Borrower, collectively the "Loan Parties" and each a "Loan Party"), the financial institutions party thereto as lenders from time to time (collectively, the "Lenders" and each a "Lender"), the Administrative Agent and PNC Capital Markets LLC, as Sole Lead Arranger and Sole Bookrunner. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

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

**Section 1. Grant of Security.** Each Grantor hereby pledges to the Administrative Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Administrative Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to the following, wherever located, whether now owned or hereafter acquired by the undersigned (the "**Collateral**"):

- (i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the "**Patent Collateral**");
- (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "**Trademark Collateral**");

(iii) all Copyrights, whether registered or unregistered, and exclusive licenses to Copyrights, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyright Collateral");

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

**provided that** notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi) or elsewhere in the Loan Documents, the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

**Section 2. Security for Obligations.** The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit Agreement (as such Credit Agreement may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

**Section 3. Recordation.** Each Grantor authorizes and requests that each of the Register of Copyrights of the United States Copyright Office, the Commissioner for Patents of the United States Patent and Trademark Office (the "PTO") and the Commissioner for Trademarks of the PTO, or the equivalent official in an applicable jurisdiction outside the United States, record this IP Security Agreement Supplement.

**Section 4. Execution in Counterparts.** This IP Security Agreement Supplement may be executed in any number of 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.

**Section 5. Grants, Rights and Remedies.** This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the

rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

**Section 6. Governing Law; Jurisdiction; Etc.**

(a) THIS IP SECURITY AGREEMENT SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) Any judicial proceeding brought by any Grantor with respect to this IP Security Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this IP Security Agreement, each Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this IP Security Agreement.

(c) Any judicial proceeding brought by any party hereto against any Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this IP Security Agreement or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York.

(d) Each party hereto irrevocably consents to service of process in the manner provided for in Section 16.1 of the Credit Agreement. Nothing in this IP Security Agreement will affect the right of any Agent or Lender to serve process in any other manner permitted by Applicable Law or shall limit the right of any Agent or Lender to bring proceedings against any Grantor in the courts of any other jurisdiction.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, COUNTERCLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS IP SECURITY AGREEMENT SUPPLEMENT, ANY OTHER DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT SUPPLEMENT, ANY OTHER DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR

HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, COUNTERCLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signatures to Follow on Separate Page]

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

**COMPANIES:**

AGOURA HEALTH PRODUCTS, LLC  
ALTERN MARKETING, LLC  
BEVERLY HILLS MD, LLC  
BEVERLY HILLS STYLE SCIENCES, LLC  
CALI PET NUTRIENTS, LLC  
CALIFORNIA GENIUS PARTNERS LLC  
CALIFORNIA PET PARTNERS, LLC  
CALIFORNIA SKIN PRODUCTS, LLC  
CALIFORNIA SLIMMING, LLC  
CITY BEAUTY, LLC  
DSMB PARTNERS, LLC  
HD WELLNESS, LLC  
LIVING CELL RESEARCH, LLC  
ONE TWO COSMETICS, LLC  
PACIFIC HEALTH SUPPLEMENTS, LLC  
PRINCETON NUTRIENTS, LLC  
PROBIOTIC AMERICA, LLC  
REJUVENATING HAIR SCIENCES, LLC  
THGH PARTNERS, LLC  
WHOLE BODY RESEARCH, LLC  
WISCONSIN SUPPLEMENTS LLC

By: \_\_\_\_\_

Name: Seth Hallio

Title: Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION, as  
Administrative Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# SCHEDULE A – PATENTS

## REGISTERED PATENTS AND DESIGN PATENTS

<u>Patents</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
Non-Adhesive False Eyelash System and Method	One Two Cosmetics, LLC	7/16/15	Granted	10,149,506
Prosthetic Eyelash	One Two Cosmetics, LLC	4/6/15	Granted	D790,771
False Eye Lash (Hague Convention)	One Two Cosmetics, LLC	4/1/16	Granted	D813,461

## PATENT AND DESIGN PATENT APPLICATIONS

Title

Date Filed

Application No.

None



**SCHEDULE B – TRADEMARKS****TRADEMARK REGISTRATIONS**

<b><u>Trademarks</u></b>	<b><u>Owner</u></b>	<b><u>Filing Date</u></b>	<b><u>Status</u></b>	<b><u>Registration No.</u></b>
ActivatedYou	DSMB Partners, LLC	11/15/18	Registered	5781039
Beverly Hills MD	Beverly Hills MD, LLC	6/4/15	Registered	5034341
Beverly Hills MD (China)	Beverly Hills MD, LLC	6/5/17	Registered	24465296A
Bio-X4	Pacific Health Supplements, LLC	4/30/19	Registered	5902863
Cerastim	Living Cell Research, LLC	8/15/14	Registered	4712265
City Beauty	City Beauty, LLC	7/13/17	Registered	5406491
City Lash	City Beauty, LLC	3/15/12	Registered	4236993
City Lips	City Beauty, LLC	8/6/13	Registered	4546666
DermalMedix	California Skin Products, LLC	5/31/19	Registered	5937270
Dr. Marty (China)	California Pet Partners, LLC	10/11/18	Registered	33961511
Gundry MD Logo	Agoura Health Products, LLC	8/7/18	Registered	5702791

Gundry MD Logo	Agoura Health Products, LLC	11/1/18	Registered	5939620
Gundry MD Logo (Australia)	Agoura Health Products, LLC	2/7/19	Registered	2001013(AU)
Gundry MD Logo (China)	Agoura Health Products, LLC	2/7/19	Registered	36260418A
Gundry MD Logo (EU)	Agoura Health Products, LLC	5/5/19	Registered	1459698
Gundry MD Logo (India)	Agoura Health Products, LLC	2/7/19	Registered	4141733(IN)
Gundry MD Logo (New Zealand)	Agoura Health Products, LLC	2/7/19	Registered	1117763(NZ)
Gundry MD Logo (S. Korea)	Agoura Health Products, LLC	2/7/19	Registered	1459698
GUNDRY MD	Agoura Health Products, LLC	4/12/18	Registered	5683887
GUNDRY MD	Agoura Health Products, LLC	11/1/18	Registered	5888758
GUNDRY MD (Australia)	Agoura Health Products, LLC	10/11/18	Registered	1971424

GUNDRY MD (China)	Agoura Health Products, LLC	10/11/18	Registered	33961512
GUNDRY MD (China)	Agoura Health Products, LLC	10/11/18	Registered	33961513
GUNDRY MD (EU)	Agoura Health Products, LLC	10/11/18	Registered	1434732 – serial number
GUNDRY MD (India)	Agoura Health Products, LLC	10/11/18	Registered	4007633
GUNDRY MD (New Zealand)	Agoura Health Products, LLC	10/11/18	Registered	1107886
Joint Stimuflex	Whole Body Research, LLC	6/5/15	Registered	4895006
Keybiotics	Whole Body Research, LLC	1/24/14	Registered	4592628
KeyDigest	Whole Body Research, LLC	7/12/15	Registered	4881607
Lashes in One Two	One Two Cosmetics, LLC	5/12/17	Registered	5520713
Lawrence Supplements	Altern Marketing, LLC	5/27/15	Registered	4900832
Making Beauty Effortless	One Two Cosmetics, LLC	12/01/15	Registered	5070065
Midogen	Living Cell Research, LLC	4/23/15	Registered	4884696

Miscellaneous Design	Cali Pet Nutrients, LLC, DBA Ultimate Pet Nutrition	6/13/19	Registered	5932036
Miscellaneous Design	Whole Body Research, LLC	4/30/19	Registered	5913708
Miscellaneous Design	Cali Pet Nutrients, LLC, DBA Ultimate Pet Nutrition	6/13/19	Registered	5943057
Nucific	Pacific Health Supplements, LLC	6/5/15	Registered	4885399
One Two Cocomelt	One Two Cosmetics, LLC	4/30/19	Registered	5902854
One Two Cosmetics (Japan)	One Two Cosmetics, LLC	10/2/17	Registered	1375051
One Two Cosmetics (logo)	One Two Cosmetics, LLC	1/21/16	Registered	5070169
One Two Cosmetics (logo, EU)	One Two Cosmetics, LLC	8/23/17	Registered	017132606
One Two Cosmetics (word, EU)	One Two Cosmetics, LLC	8/23/17	Registered	017132614
One Two Cosmetics	One Two Cosmetics, LLC	12/01/15	Registered	5070064
One Two Lash (EU)	One Two Cosmetics, LLC	8/23/17	Registered	017132598
One Two Lash (Japan)	One Two Cosmetics, LLC	10/2/17	Registered	1375048

One Two Lash	One Two Cosmetics, LLC	1/27/16	Registered	5070193
ONE TWO VANISH	One Two Cosmetics, LLC	8/8/17	Registered	5521033
One Two Wash	One Two Cosmetics, LLC	5/11/17	Registered	5359259
Perfect Digest	Probiotic America, LLC	6/5/15	Registered	4898069
PerfectBiotics	Probiotic America, LLC	3/31/15	Registered	4755564
PowerLife	THGH Partners, LLC	7/15/19	Registered	6038787
PHGH	Altern Marketing LLC	10/29/13	Registered	4424559
Probiotic America	Probiotic America, LLC	11/13/18	Registered	5735874
Whole Body Research	Whole Body Research, LLC	6/5/15	Registered	4904358

## TRADEMARK APPLICATIONS

(continued on next page)

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
360 Pet Nutrition	Happy Paws Pet Wellness, LLC	3/2/20	Live	88817557 – serial number

Beverly Hills MD (China)	Beverly Hills MD, LLC	6/5/17	Pending court trial	24-465296 -- serial number
Constellation Nutrition	California Genius Partners LLC, DBA Constellation Nutrition	7/1/19	Pending	88-514783 -- serial number
Die Young at a Ripe Old Age	Agoura Health Products, LLC	5/31/19	Published	88-455457 -- serial number
Dr. Marty holding dog (Logo)	California Pet Partners, LLC	1/24/19	Pending	88274683 -- serial number
Gundry MD Logo (Canada)	Agoura Health Products, LLC	2/7/19	Pending	1945044
Gundry MD Logo (China)	Agoura Health Products, LLC	2/7/19	Pending	36260418
Gundry MD Logo (Japan)	Agoura Health Products, LLC	2/7/19	Pending	1459698
Gundry MD Logo (Mexico)	Agoura Health Products, LLC	2/7/19	Pending	1459698
GUNDRY MD (Canada)	Agoura Health Products, LLC	10/11/18	Live	1924776 -- serial number
GUNDRY MD (Japan)	Agoura Health Products, LLC	10/11/18	Live	1434732 -- serial number

GUNDRY MD (Mexico)	Agoura Health Products, LLC	10/11/18	Filed	1434732 -- serial number
GUNDRY MD (S. Korea)	Agoura Health Products, LLC	10/11/18	Live	1434732 -- serial number
Gundry MD Total Restore	Agoura Health Products, LLC	02/26/20	Live	88812013 -- serial number
Gundry MD Vital Reds	Agoura Health Products, LLC	02/26/20	Live	88811818, 88812022 -- serial numbers
Kintsugi	Beverly Hills Style Sciences	7/15/18	Pending	88-514953 -- serial number
Nature's Feast	California Pet Partners, LLC	5/31/19	Pending	88454788 -- serial number
Nucific Logo	Pacific Health Supplements , LLC	10/19/18	Pending	88161851 -- serial number
One Two Cosmetics (China)	One Two Cosmetics, LLC	06/19/17	Live	G1375051 -- serial number
One Two Lash (China)	One Two Cosmetics, LLC	6/1/17	Live	G1375048 -- serial number
PHGH	Altern Marketing LLC	N/A	Live	85-840423 -- serial number
Reinventing Youth	City Beauty, LLC	4/14/20	Live	88871222 -- serial number
The Road to Health is Paved with Good Intestines	Agoura Health Products, LLC	5/31/19	Published	88-455451 -- serial number

Ultimate Pet Nutrition	Cali Pet Nutrients, LLC, DBA Ultimate Pet Nutrition	5/31/19	Registered	5943057
Unity Health Labs	HD Wellness, LLC	7/15/19	Pending	88515039 – serial number
Vital Reds	Agoura Health Products, LLC	4/30/19	Pending - Non-Final Action Mailed	88-409066 – serial number
Your Health by Gundry	Agoura Health Products, LLC	02/26/20	Live	88811786 – serial number