

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7780223

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | MILK SPECIALTIES COMPANY | 02/06/2023 |
| RECEIVING PARTY DATA | | |
| Name: | JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT | |
| Street Address: | IL1-1145/54/63, P.O. BOX 6026 | |
| City: | CHICAGO | |
| State/Country: | ILLINOIS | |
| Postal Code: | 60680-6026 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 13917340 |
| CORRESPONDENCE DATA | | |
| Fax Number: | | |
| <i>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.</i> | | |
| Phone: | 3129932652 | |
| Email: | heather.poitras@lw.com | |
| Correspondent Name: | HEATHER POITRAS | |
| Address Line 1: | C/O LATHAM & WATKINS 330 N WABASH AVENUE | |
| Address Line 2: | SUITE 2800 | |
| Address Line 4: | CHICAGO, ILLINOIS 60611 | |
| ATTORNEY DOCKET NUMBER: | 049067-0472 | |
| NAME OF SUBMITTER: | HEATHER POITRAS | |
| SIGNATURE: | /hp/ | |
| DATE SIGNED: | 02/06/2023 | |
| Total Attachments: 6 | | |
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SHORT FORM
PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”) dated February 6, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of JPMORGAN CHASE BANK, N.A. (“JPMorgan”) as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, NOURISH PARENT, INC., a Delaware corporation (“Holdings”), NOURISH BUYER I, INC., a Delaware corporation (the “Borrower”), each Guarantor from time to time party thereto, JPMorgan, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), collateral agent (in such capacity, and together with its successors and permitted assigns, the “Collateral Agent”), swing line lender and an L/C issuer, each Lender from time to time party thereto and the other parties thereto have entered into the Credit Agreement dated as of February 6, 2023 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the United States Patent and Trademark Office.

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 grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the issued and pending Patents (as defined in the Security Agreement) in the United States Patent and Trademark Office set forth in Schedule A hereto

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Patent Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, 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. Without limiting the generality of the foregoing, this Patent Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Patent Security Agreement.

SECTION 4. Execution in Counterparts. This Patent Security Agreement 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 Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security 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 Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

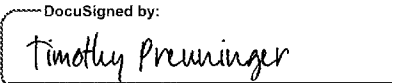
SECTION 6. Governing Law. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Patent Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

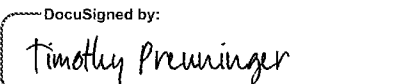
[Signature Pages Follow]

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

ENERGY BOOSTER NEWCO, LLC,
as Initial Grantor

By:  DocuSigned by:
Name: Timothy Preuninger
Title: Chief Financial Officer

MILK SPECIALTIES COMPANY,
as Initial Grantor

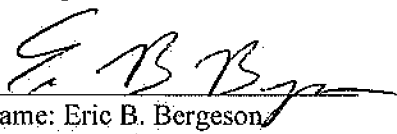
By:  DocuSigned by:
Name: Timothy Preuninger
Title: Chief Financial Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 062596 FRAME: 0801

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By:



Name: Eric B. Bergeson

Title: Authorized Officer

SCHEDULE A

United States Patents and Patent Applications

| Owner | Patent | Jurisdiction | Application Number/Filing Date | Patent Number/Patent Date |
|---------------------------|---|--------------|--------------------------------|-----------------------------|
| Energy Booster NewCo, LLC | Partial Calcification Of Free Fatty Acid Mixtures, Livestock Feed Compositions Including Them, And Methods Of Making Same | U.S. | 15/170,158 06/01/2016 | US 10,390,549 08/27/2019 |
| Energy Booster NewCo, LLC | Partial Calcification Of Free Fatty Acid Mixtures, Livestock Feed Compositions Including Them, And Methods Of Making Same | U.S. | 16/549,237 08/23/2019 | US 11,219,227 01/11/2022 |
| Energy Booster NewCo, LLC | Partial Neutralization Of Free Fatty Acid Mixtures With Magnesium, Livestock Feed Compositions Including Them, And Methods Of Making Same | U.S. | 13/475,455 05/18/2012 | US 8,853,435 10/07/2014 |
| Energy Booster NewCo, LLC | Partial Calcification Of Free Fatty Acid Mixtures, Livestock Feed Compositions Including Them, And Methods Of Making Same | U.S. | 12/755,800 04/07/2010 | US 9,126,921 09/08/2015 |
| Energy Booster NewCo, LLC | Partial Calcification Of Free Fatty Acid Mixtures, Livestock Feed Compositions Including Them, And Methods Of Making Same | U.S. | 14/814,936 07/31/2015 | US 9,867,388 01/16/2018 |

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|-----------------------------|---|------|--------------------------|----------------------------|
| Milk Specialties Company | Non Settling Hydrolyzed Whey Permeate Concentrate And Related Methods And Nutritional Compositions | U.S. | 13/917,340 06/13/2013 | US 9,468,221 10/18/2016 |
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