

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DermaCare, LLC		11/17/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank N.A.		
Street Address:	4 New York Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5806588	BLUECHEW	
Registration Number:	5063793	TREAT YOUR SKIN WITH A SELFIE	
Serial Number:	90605527	CHEW	
Registration Number:	6158910	CHEW IT AND DO IT!	
Serial Number:	90605519	CHEW.COM	
Serial Number:	90495697	HAVE BETTER SEX	
Serial Number:	90330258	RX.ME	
CORRESPONDENCE DATA			
Fax Number:	3129774405		
<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:	3129774400		
Email:	tefiester@nixonpeabody.com		
Correspondent Name:	Elizabeth W. Baio		
Address Line 1:	70 West Madison Street, Suite 5200		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	296604-000072		
NAME OF SUBMITTER:	Elizabeth W. Baio		
SIGNATURE:	/Elizabeth W. Baio/		

CH \$190.00 5806588

DATE SIGNED:	11/17/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 17, 2021 is made by DIGITAL GROWTH PARTNERSHIP, LLC, a Delaware limited liability company (“Parent”), DERMACARE LLC, an Illinois limited liability company d/b/a Bluechew (“Dermacare”), THE CUSTOM CARE MEDICAL GROUP d/b/a Rx.me, an Illinois limited liability company (“CCM”), and together with Parent and Dermacare, the “Borrowers”, and each, a “Borrower”), GLENBROOK SOUTH HOLDINGS LLC, a Delaware limited liability company (“GBS Holdings”), ROBIN HOLDING LLC, a Delaware limited liability company (“Robin”), NATIONAL TREATMENT DELIVERY AND CARE LLC, a Delaware limited liability company (“National Treatment”), and MEDS LLC, a Delaware limited liability company (“Meds”, and together with GBS Holdings, Robin and National Treatment, the “Guarantors”, and each, a Guarantor”, and together with the Borrowers, the “Grantors” and each, a “Grantor”), in favor of JPMorgan Chase Bank, N.A., as Lender (the “Lender”) pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantors, the Lender and the other parties thereto.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lender has agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement the Grantors have executed and delivered a Pledge and Security Agreement dated as of the date hereof in favor of the Lender (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Lender a continuing security interest in all Intellectual Property, including the Trademarks (as defined in the Security Agreement); and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to enter into the Credit Agreement, each Grantor agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand by or on behalf of the Lender made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, (i) all of such Grantor’s right, title and interest in, to and under the Trademarks owned by such Grantor (including, without limitation, those items listed on Schedule A hereto), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill (collectively, the “Trademark Collateral”), and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, to the Lender to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This 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. The security interest granted hereby has been granted to the Lender in connection with

the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, then the provisions of this Agreement shall automatically apply thereto. The Grantors shall give notice in writing to the Lender in accordance with the terms of the Security Agreement with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting any Grantor's obligations under this Section, each Grantor hereby authorizes the Lender unilaterally to modify this Agreement by amending Schedule A to include any such new Trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A; provided, however, that, to the extent permitted by the Security Agreement and/or the Credit Agreement, the Grantors shall have the right to abandon or not renew registrations for Trademarks in the ordinary course of business.

SECTION 5. Applicable Law. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, WAIVER OF JURY TRIAL, AND CONSENT TO JURISDICTION SET FORTH IN ARTICLE VII OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

SECTION 6. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

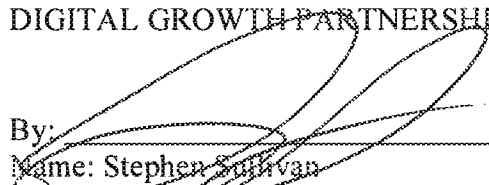
SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts and delivered via facsimile or other electronic format, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature page follows]

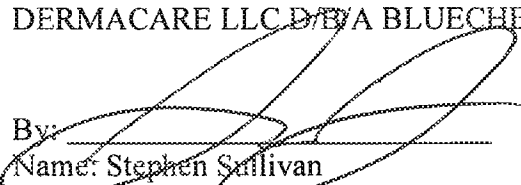
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BORROWERS:

DIGITAL GROWTH PARTNERSHIP LLC

By: 
Name: Stephen Sullivan
Title: Authorized Signatory

DERMACARE LLC D/B/A BLUECHEW

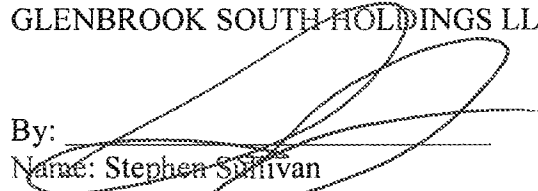
By: 
Name: Stephen Sullivan
Title: Authorized Signatory

THE CUSTOM CARE MEDICAL GROUP
D/B/A RX.ME

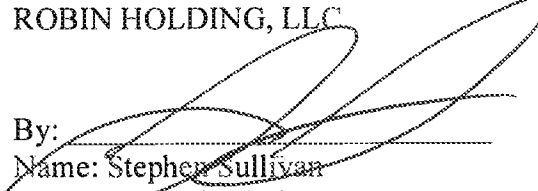
By: _____
Name: Alexandar Jovanovich
Title: Authorized Signatory

GUARANTORS:

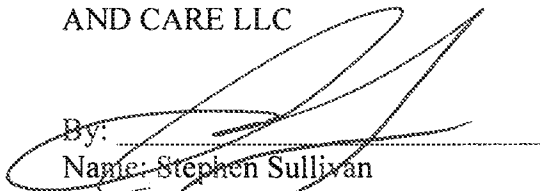
GLENBROOK SOUTH HOLDINGS LLC

By: 
Name: Stephen Sullivan
Title: Authorized Signatory

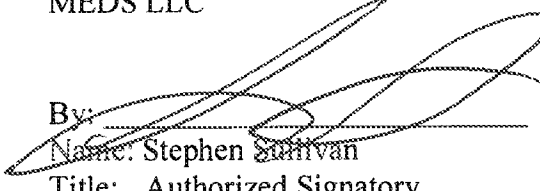
ROBIN HOLDING, LLC

By: 
Name: Stephen Sullivan
Title: Authorized Signatory

NATIONAL TREATMENT DELIVERY
AND CARE LLC

By: 
Name: Stephen Sullivan
Title: Authorized Signatory

MEDS LLC

By: 
Name: Stephen Sullivan
Title: Authorized Signatory

[signature pages continue]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BORROWERS:

DIGITAL GROWTH PARTNERSHIP LLC

DERMACARE LLC D/B/A BLUECHEW

By: _____

Name: Stephen Sullivan
Title: Authorized Signatory

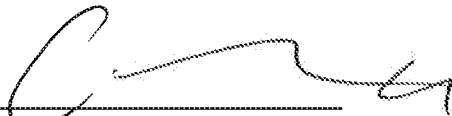
By: _____

Name: Stephen Sullivan
Title: Authorized Signatory

THE CUSTOM CARE MEDICAL GROUP
D/B/A RX.ME

By: _____

Name: Aleksandar Jovanovich
Title: Authorized Signatory



GUARANTORS:

GLENBROOK SOUTH HOLDINGS LLC

ROBIN HOLDING, LLC

By: _____

Name: Stephen Sullivan
Title: Authorized Signatory

By: _____

Name: Stephen Sullivan
Title: Authorized Signatory

NATIONAL TREATMENT DELIVERY
AND CARE LLC

MEDS LLC

By: _____

Name: Stephen Sullivan
Title: Authorized Signatory

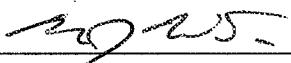
By: _____

Name: Stephen Sullivan
Title: Authorized Signatory

[signature pages continue]

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Nicholas J. Watts
Title: Authorized Officer

Trademark Security Agreement (DermaCare)