

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imagine Health, LLC		09/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 W Monroe St		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4653257	SMARTCARE EPN	
Serial Number:	87358053	BETTER FOR YOU	
Serial Number:	87348864	IH	
Serial Number:	87342380	IMAGINE	
Serial Number:	87338989	IMAGINE	
Serial Number:	77659223	IMAGINE HEALTH	
Serial Number:	87316174	SIMPLYWISE	
Serial Number:	87358073	THE WARM HUG	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387132-681		
NAME OF SUBMITTER:	Kristin Brozovic		

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SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	10/02/2020
Total Attachments: 6 source=05. IP Security Agreement (Imagine) (Executed)#page1.tif source=05. IP Security Agreement (Imagine) (Executed)#page2.tif source=05. IP Security Agreement (Imagine) (Executed)#page3.tif source=05. IP Security Agreement (Imagine) (Executed)#page4.tif source=05. IP Security Agreement (Imagine) (Executed)#page5.tif source=05. IP Security Agreement (Imagine) (Executed)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of September 30, 2020, between the signatory hereto (the “Grantor”) in favor of Antares Capital LP, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of September 30, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office,

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

(b) (i) All copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, exclusive licensee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office), including those listed on Schedule 2 hereto.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks, the Register of Copyrights of the United States, and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This 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 of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

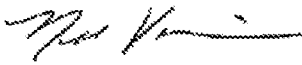
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

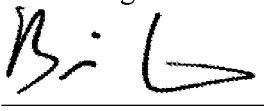
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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

IMAGINE HEALTH, LLC,
as Grantor

By: 
Name: Ned Villers
Title: Vice President and Secretary

ANTARES CAPITAL LP,
as Collateral Agent


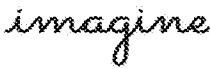
By: 

Name: Brian Letizia

Title: Duly Authorized Signatory

Schedule 1

Trademarks

Grantor	Mark	Reg./Ser. No.	Registration/ Filing Date	Current Status
Imagine Health, LLC	BETTER FOR YOU	Ser. No. 87/358,053	March 3, 2017	Pending
Imagine Health, LLC		Ser. No. 87/348,864	February 24, 2017	Pending
Imagine Health, LLC	IMAGINE	Ser. No. 87/342,380	February 20, 2017	Suspended
Imagine Health, LLC		Ser. No. 87/338,989	February 16, 2017	Suspended
Imagine Health, LLC	IMAGINE HEALTH	Reg. No. 77/659,223	January 29, 2009	Active
Imagine Health, LLC	SIMPLYWISE	Reg. No. 87/316,174	January 27, 2017	Allowed
Imagine Health, LLC	SMARTCARE	Reg. No. 21141	March 30, 2015 (Idaho)	Registered
Imagine Health, LLC	SMARTCARE	Reg. No. 107714	April 3, 2015 (Illinois)	Registered
Imagine Health, LLC	SMARTCARE	Reg. No. TK99122210	April 3, 2015 (New Mexico)	Registered
Imagine Health, LLC	SMARTCARE EPN	Reg. No. 4,653,257	December 9, 2014	Registered
Imagine Health, LLC	THE WARM HUG	Ser. No. 87/358,073	March 3, 2017	Pending

Copyrights

Grantor	Copyright	Registration No.	Registration Date
Imagine Health, Inc.	LIGHT continuum of foods.	TX0003945600	November 18, 1994
Imagine Health, Inc.	Living in good health today : LIGHT.	TX0003948106	November 28, 1994