

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM660228

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
AGOURA HEALTH PRODUCTS, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
ALTERN MARKETING, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
BEVERLY HILLS MD, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
BEVERLY HILLS STYLE SCIENCES, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
CALI PET NUTRIENTS, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
CALIFORNIA PET PARTNERS, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
CALIFORNIA SKIN PRODUCTS, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
CITY BEAUTY, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
DSMB PARTNERS, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
HD WELLNESS, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
ICARIA BEAUTY, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
LIVING CELL RESEARCH, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
ONE TWO COSMETICS, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
PACIFIC HEALTH SUPPLEMENTS, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
PRINCETON NUTRIENTS, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
PROBIOTIC AMERICA, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
REJUVENATING HAIR SCIENCES, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
THGH PARTNERS, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
WHOLE BODY RESEARCH, LLC		05/11/2021	Limited Liability Company: CALIFORNIA
<b>TRADEMARK</b>			

OP \$165.00 6283982

**RECEIVING PARTY DATA**

<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>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
<b>Registration Number:</b>	6283982	CONSTELLATION NUTRITION
<b>Registration Number:</b>	1459698	DURTY HARRY'S SALOON & SEAFOOD
<b>Registration Number:</b>	6249247	LECTIN SHIELD
<b>Serial Number:</b>	90504389	KERANEW
<b>Serial Number:</b>	90504442	POWER LIFE
<b>Serial Number:</b>	90056706	PROBIOTIC AMERICA

**CORRESPONDENCE DATA**

**Fax Number:** 2158325619

*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. Pecsénye (074658-19066)

**Address Line 1:** One Logan Square

**Address Line 2:** 8th Floor

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

**ATTORNEY DOCKET NUMBER:** 074658-19066

**NAME OF SUBMITTER:** Timothy D. Pecsénye

**SIGNATURE:** /Timothy D. Pecsénye/

**DATE SIGNED:** 07/15/2021

**Total Attachments: 6**

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## IP SECURITY AGREEMENT SUPPLEMENT

This IP Security Agreement Supplement, dated as of May 11, 2021 (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 PET PARTNERS, LLC  
CALIFORNIA SKIN PRODUCTS, LLC  
CITY BEAUTY, LLC  
DSMB PARTNERS, LLC  
HD WELLNESS, LLC  
ICARIA BEAUTY, 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

By:   
Name: Seth Halio  
Title: Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION, as  
Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE A – PATENTS**

No changes to previous IP Security Agreement Supplement.

**SCHEDULE B – TRADEMARKS**

The only changes to the previous IP Security Agreement Supplement are as follows:

**TRADEMARK REGISTRATIONS**

<b><u>Trademarks</u></b>	<b><u>Owner</u></b>	<b><u>Registration Date</u></b>	<b><u>Status</u></b>	<b><u>Registration No.</u></b>
Constellation Nutrition	California Genius Partners, LLC	03/02/21	Registered	6283982
Gundry MD	Agoura Health Products, LLC	01/28/21	Registered - Madrid	1459698
Lectin Shield	Agoura Health Products, LLC	01/19/21	Registered	6249247

**TRADEMARK APPLICATIONS**

<b><u>Trademarks</u></b>	<b><u>Owner</u></b>	<b><u>Filing Date</u></b>	<b><u>Status</u></b>	<b><u>Serial No.</u></b>
KeraNew	Beverly Hills Style Sciences, LLC	02/02/21	Filed	90504389
Power Life	THGH Partners, LLC	02/02/21	Filed	90504442
Probiotic America	Probiotic America, LLC	02/09/21	Published for Opposition	90056706
Scarmedix by Dr. Watts	California Skin Products, LLC	03/01/11	Abandoned	3926277

**SCHEDULE C – COPYRIGHTS**

No changes to previous IP Security Agreement Supplement.