

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671391

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ACUMEN HEALTH HOLDINGS, LLC		08/31/2021	Limited Liability Company: DELAWARE
PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC		08/31/2021	Limited Liability Company: DELAWARE
EYE LOVE, LLC		08/31/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION, as Agent
Street Address:	Two Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	88254210	CERTAINTY HEALTH SOLUTIONS
Serial Number:	87169454	EYE LOVE
Serial Number:	86855299	EYE LOVE
Serial Number:	87484719	HEYEDRATE
Serial Number:	87786193	MEDIVIZ
Serial Number:	88262926	THE DRY EYE SHOW
Serial Number:	88262948	THE DRY EYE SHOW
Serial Number:	77229357	DOCTOR'S ADVANTAGE
Serial Number:	88266883	GLAUCOMA SHIELD
Serial Number:	85238211	HELPS YOU SEE IN THE FUTURE
Serial Number:	87179973	LIPOTRIAD
Serial Number:	73698341	LIPOTRIAD
Serial Number:	71655431	LIPOTRIAD
Serial Number:	85239221	LIPOTRIAD VISIONARY

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87840530	NURETIN
Serial Number:	77410023	OMEGA ADVANTAGE
Serial Number:	77410065	OMEGA BENEFITS
Serial Number:	77568398	OMEGANEMIA
Serial Number:	87840521	PATIENT CONNECT
Serial Number:	87840526	PATIENT CONNECT
Serial Number:	86907398	RAMARD
Serial Number:	86907392	RAMARD
Serial Number:	87837899	PRN THERAPEUTICS
Serial Number:	87253765	PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS
Serial Number:	77583363	PHYSICIAN RECOMMENDED NUTRICEUTICALS

CORRESPONDENCE DATA

Fax Number: 4044435599

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: 404-443-5647

Email: cfraser@mcguirewoods.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1230 Peachtree Street, Suite 2100

Address Line 2: McGuireWoods LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	CONA/Acumen 2060236.0195
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	08/31/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2021, is made by Acumen Health Holdings, LLC, a Delaware limited liability company (“Holdings”), PRN Physician Recommended Nutraceuticals, LLC, a Delaware limited liability company (“PRN”), Eye Love, LLC, a Delaware limited liability company (“Eye Love” and together with Holdings and PRN, each a “Grantor” and, collectively, the “Grantors”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 31, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among (i) Holdings, (ii) PRN, (iii) Veterinarian Recommended Solutions, LLC, a Delaware limited liability company (“VRS” and together with Holdings and PRN, their successors and permitted assigns, collectively the “Borrowers” and each a “Borrower”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those pending and registered Trademarks referred to on Schedule 1 hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

ACUMEN HEALTH HOLDINGS, LLC
as Grantor

By: 
Name: Kenneth Krieg
Title: Chief Executive Officer

**PRN PHYSICIAN RECOMMENDED
NUTRICEUTICALS, LLC**
as Grantor

By: 
Name: Kenneth Krieg
Title: Chief Executive Officer

EYE LOVE, LLC
as Grantor

By: 
Name: Kenneth Krieg
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent


By: 
Name: Peter Itz
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Intellectual Property

Trademarks

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
CERTAINTY HEALTH SOLUTIONS	88254210 08-JAN-2019	5945936 24-DEC-2019	ACUMEN HEALTH HOLDINGS
EYE LOVE	87169454 13-SEP-2016	5383403 23-JAN-2018	EYE LOVE, LLC
EYE LOVE 	86855299 21-DEC-2015	5021415 16-AUG-2016	EYE LOVE, LLC
HEYEDRATE	87484719 12-JUN-2017	5677585 19-FEB-2019	EYE LOVE, LLC
MEDIVIZ	87786193 06-FEB-2018	5560753 11-SEP-2018	EYE LOVE, LLC
THE DRY EYE SHOW	88262926 15-JAN-2019	5864508 17-SEP-2019	EYE LOVE, LLC
THE DRY EYE SHOW 	88262948 15-JAN-2019	5912580 19-NOV-2019	EYE LOVE, LLC
DOCTOR'S ADVANTAGE	77229357 13-JUL-2007	3534901 18-NOV-2008	PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC
GLAUCOMA SHIELD	88266883 18-JAN-2019	5826974 06-AUG-2019	PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC
HELPS YOU SEE IN THE FUTURE	85238211 09-FEB-2011	4129649 17-APR-2012	PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC
LIPOTRIAD	87179973 22-SEP-2016	5199068 09-MAY-2017	PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC
LIPOTRIAD	73698341 27-NOV-1987	1496525 19-JUL-1988	PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC
LIPOTRIAD	71655431 27-OCT-1953	0599889 28-DEC-1954	PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC
LIPOTRIAD VISIONARY	85239221 10-FEB-2011	4126664 10-APR-2012	PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC
NURETIN 	87840530 19-MAR-2018	5742934 07-MAY-2019	PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC
OMEGA ADVANTAGE	77410023 29-FEB-2008	3511748 07-OCT-2008	PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC
OMEGA BENEFITS	77410065 29-FEB-2008	3511752 07-OCT-2008	PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC
OMEGANEMIA	77568398 12-SEP-2008	3611800 28-APR-2009	PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC
PATIENT CONNECT 	87840521 19-MAR-2018	5766911 04-JUN-2019	PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC
PATIENT CONNECT 	87840526 19-MAR-2018	5791588 02-JUL-2019	PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC
PHYSICIAN RECOMMENDED NUTRICEUTICALS	77583363 01-OCT-2008	3610674 21-APR-2009	PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC
PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS	87253765 01-DEC-2016	5527379 31-JUL-2018	PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC
PRN THERAPEUTICS	87837899 16-MAR-2018	5541136 14-AUG-2018	PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
RAMARD 	86907398 14-FEB-2016	5048915 27-SEP-2016	[RAMARD, INC.] ¹
RAMARD	86907392 14-FEB-2016	5048914 27-SEP-2016	[RAMARD, INC.] ²