

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NUTRITION 21, LLC		11/09/2021	Limited Liability Company: NEW YORK
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: 17			
Property Type	Number	Word Mark	
Registration Number:	1937056	CHROMAX	
Registration Number:	1837663	CHROMAX	
Registration Number:	4795846	CHROMAX ADVANCE	
Registration Number:	4795955	CHROMAX ADVANCE	
Registration Number:	3845998	CHROMAX PLUS	
Registration Number:	2854190	DIACHROME	
Registration Number:	2948444	DIACHROME	
Registration Number:	6464049	LUSTRIVA	
Registration Number:	4515976	NITROSIGINE	
Registration Number:	5815355	NOOLVL	
Registration Number:	5239369	NOT ALL CHROMIUM IS THE SAME	
Registration Number:	2024986	NUTRITION 21	
Registration Number:	2005236	SELENOMAX	
Registration Number:	2626190	SELENOPURE	
Registration Number:	5033225	VELOSITOL	
Registration Number:	2024537	ZINMAX	
Registration Number:	4708874	NIACHROME	

OP \$440.00 1937056

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:** Nutrition 2060236.0196**NAME OF SUBMITTER:** Carol Fraser**SIGNATURE:** //Carol Fraser//**DATE SIGNED:** 11/09/2021**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 9, 2021, is made by Nutrition 21, LLC, a New York limited liability company (the “Grantor”), 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 November 9, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among (i) Everwell Health Holdings, LLC, a Delaware limited liability company (“Holdings”), (ii) Darwin HoldCo, Inc., a Delaware corporation (“Darwin”), (iii) Nutrition 21, LLC, a New York limited liability company (“N21” and together with Darwin, 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, the 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, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is 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, the 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. The 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 the 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 the 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 the 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.

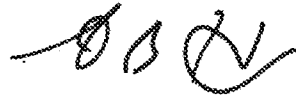
Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[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,

NUTRITION 21, LLC, as Grantor




By: _____

Name: Andrew Hochman

Title: Secretary

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

NUTRITION 21
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 007488 FRAME: 0314

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Schedule 1

Trademarks

Registered:

Current Owner	Mark	Applicable Jurisdiction	Registration Numbers	Secondary Mark Registration/Separate class
Nutrition 21, LLC	Chromax	US	1937056	
Nutrition 21, LLC	Chromax	US	1837663	
Nutrition 21, LLC	Chromax Advance	US	4795846	
Nutrition 21, LLC	Chromax Advance	US	4795955	
Nutrition 21, LLC	Chromax Plus	US	3845998	
Nutrition 21, LLC	Diachrome	US	2854190	
Nutrition 21, LLC	Diachrome	US	2948444	
Nutrition 21, LLC	Lustriva	US	6464049	
Nutrition 21, LLC	Nitrosigine	US	4515976	
Nutrition 21, LLC	NooLvl	US	5815355	
Nutrition 21, LLC	Not all Chromium is the Same	US	5239369	
Nutrition 21, LLC	Nutrition 21	US	2024986	
Nutrition 21, LLC	Selenomax	US	2005236	
Nutrition 21, LLC	Selenopure	US	2626190	
Nutrition 21, LLC	Velositol	US	5033225	
Nutrition 21, LLC	Zinmax	US	2024537	
Nutrition 21, LLC	Niachrome	US	4708874	