

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723061

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fairhaven Health, L.L.C.		04/21/2022	Limited Liability Company: WASHINGTON
Vital Hyper LLC		04/21/2022	Limited Liability Company: DELAWARE
Vital BF Inc.		04/21/2022	Corporation: DELAWARE
Vital Nutrients Holdings, Inc.		04/21/2022	Corporation: DELAWARE
RHG & Company, Inc.		04/21/2022	Corporation: CONNECTICUT

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn
Internal Address:	Floor L2 Suite IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	4524951	ALLER-C
Registration Number:	4505094	BCQ
Registration Number:	4619786	BECAUSE GOOD HEALTH IS VITAL
Registration Number:	4524950	MINIMAL AND ESSENTIAL
Registration Number:	4713418	TENSION EASE
Registration Number:	4683498	ULTRA PURE
Registration Number:	4630868	VIRACON
Registration Number:	5448333	VITAL
Registration Number:	4524952	VITAL BRAIN
Registration Number:	4505090	VITAL CLEAR
Registration Number:	4631095	VITAL NUTRIENTS
Registration Number:	6138029	ULTRA PURE FISH OIL 1000
Registration Number:	6033203	VITAL NUTRIENTS PROSTATE HEALTH TX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6475339	VITAL KIDS
Registration Number:	3534895	BARIATRIC FUSION
Registration Number:	3602227	BARIATRIC FUSION
Registration Number:	4406683	BARIATRIC FUSION
Registration Number:	4406692	BARIATRIC FUSION
Registration Number:	5698157	FUSION LIFESTYLE
Registration Number:	5908438	GBX-FOCUS
Registration Number:	4789212	HYPERBIOTICS PRO-KIDS
Registration Number:	5746422	HYPERBIOTICS PRO-MEN
Registration Number:	5746421	PRO-COMPETE
Registration Number:	4644918	HYPERBIOTICS
Registration Number:	5160044	HYPERBIOTICS BETTER BODY
Registration Number:	5171548	HYPERBIOTICS IMMUNE
Registration Number:	5489239	HYPERBIOTICS PRO-BIFIDO
Registration Number:	4708317	PRO-15
Registration Number:	4708319	PRO-DENTAL
Registration Number:	4847743	PRO-MOMS
Registration Number:	4708318	PRO-WOMEN
Registration Number:	5653976	THE PREBIOTIC BAR BY HYPERBIOTICS
Registration Number:	5030593	YOUR HEALTHIEST DAYS ARE AHEAD
Registration Number:	2953593	FERTILAIID
Registration Number:	2890392	FERTILE FOCUS
Registration Number:	3080756	FERTILITEA
Registration Number:	2637361	OVACUE
Registration Number:	3170163	FERTILECM
Registration Number:	5873288	MOTILITYBOOST
Registration Number:	4147996	MOTILITYBOOST
Registration Number:	4050301	COUNTBOOST
Registration Number:	4397715	OVABOOST
Registration Number:	3922880	FAIRHAVEN HEALTH
Registration Number:	5418474	BABYDANCE
Registration Number:	5412461	ISOFRESH
Registration Number:	5171824	ISOLOVE
Registration Number:	4162478	FERTILEDETOX
Registration Number:	4129975	NURSING BLEND
Registration Number:	4275602	DREAMBELLY
Registration Number:	4344249	BFP
Registration Number:	4983696	MILKIES

Property Type	Number	Word Mark
Registration Number:	5569516	FH PRO
Registration Number:	5588304	MYO-FOLATE
Registration Number:	5680841	PEAPOD
Registration Number:	3903603	OVAGRAPH

CORRESPONDENCE DATA

Fax Number:

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Spencer Simon
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	125180/27
NAME OF SUBMITTER:	Spencer Simon
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	04/21/2022

Total Attachments: 13

source=BlueRoot - 1L Trademark Security Agreement Executed (002)#page1.tif
source=BlueRoot - 1L Trademark Security Agreement Executed (002)#page2.tif
source=BlueRoot - 1L Trademark Security Agreement Executed (002)#page3.tif
source=BlueRoot - 1L Trademark Security Agreement Executed (002)#page4.tif
source=BlueRoot - 1L Trademark Security Agreement Executed (002)#page5.tif
source=BlueRoot - 1L Trademark Security Agreement Executed (002)#page6.tif
source=BlueRoot - 1L Trademark Security Agreement Executed (002)#page7.tif
source=BlueRoot - 1L Trademark Security Agreement Executed (002)#page8.tif
source=BlueRoot - 1L Trademark Security Agreement Executed (002)#page9.tif
source=BlueRoot - 1L Trademark Security Agreement Executed (002)#page10.tif
source=BlueRoot - 1L Trademark Security Agreement Executed (002)#page11.tif
source=BlueRoot - 1L Trademark Security Agreement Executed (002)#page12.tif
source=BlueRoot - 1L Trademark Security Agreement Executed (002)#page13.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this “Agreement”), dated as of April 21, 2022, between Fairhaven Health, L.L.C., a Washington limited liability company (“Fairhaven Health”), Vital Hyper LLC, a Delaware limited liability company (“Vital Hyper”), Vital BF Inc., a Delaware corporation (“Vital BF”), Vital Nutrients Holdings, Inc., a Delaware corporation (“Holdings”) and RHG & Company, Inc., a Connecticut corporation (“Borrower Representative”, together with Fairhaven Health, Vital Hyper, Vital BF and Holdings, each “Grantor” and collectively, the “Grantors”) and JPMorgan Chase Bank, N.A., in its capacity as the administrative agent (the “Administrative Agent”) for the Lenders (defined below).

Reference is made to (a) the First Lien Pledge and Security Agreement, dated as of April 21, 2022 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “First Lien Security Agreement”) by and among Holdings, Borrower Representative, the other Borrowers party thereto, the Grantors, (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the First Lien Credit Agreement dated as of April 21, 2022 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “First Lien Credit Agreement”), among Holdings, Borrower Representative, the Grantors, as borrowers, the other borrowers and loan parties from time to time party thereto, the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”) and the Administrative Agent.

The Lenders have agreed to extend credit to the Grantors subject to the terms and conditions set forth in the First Lien Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement and each Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the First Lien Security Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the First Lien Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, 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 thereof (if any), 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 similar offices in any State of the United States or any other country or any political subdivision thereof (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I hereto (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

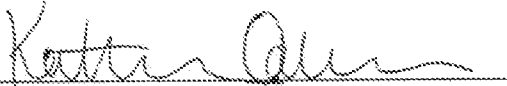
SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the First Lien Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Security Agreement, the terms of the First Lien Security Agreement shall govern.

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

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK].

JPMORGAN CHASE BANK, N.A., as the
Administrative Agent

By: 
Name: Katherine Cabana
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007699 FRAME: 0604

SCHEDULE I

Trademark Applications and Registrations

Registered Trademarks

RHG & Company, Inc.

Mark	Application No. and Date	Reg. No. and Date	Owner of Record	Status
ALLER-C	86041778 Aug. 19, 2013	4524951 May 06, 2014	RHG & Company, Inc.	Registered
BCQ	86041754 Aug. 19, 2013	4505094 Apr. 01, 2014	RHG & Company, Inc.	Registered
BECAUSE GOOD HEALTH IS VITAL	86070605 Sep. 20, 2013	4619786 Oct. 14, 2014	RHG & Company, Inc.	Registered
MINIMAL AND ESSENTIAL	86041759 Aug. 19, 2013	4524950 May 06, 2014	RHG & Company, Inc.	Registered
TENSION EASE	86100512 Oct. 24, 2013	4713418 Mar. 31, 2015	RHG & Company, Inc.	Registered
ULTRA PURE	86041870 Aug. 19, 2013	4683498 Feb. 10, 2015	RHG & Company, Inc.	Registered
VIRACON	86041807 Aug. 19, 2013	4630868 Nov. 04, 2014	RHG & Company, Inc.	Registered
VITAL	87610368 Sep. 15, 2017	5448333 Apr. 17, 2018	RHG & Company, Inc.	Registered
VITAL BRAIN	86041800 Aug. 19, 2013	4524952 May 06, 2014	RHG & Company, Inc.	Registered
VITAL CLEAR	86041697 Aug. 19, 2013	4505090 Apr. 01, 2014	RHG & Company, Inc.	Registered
VITAL NUTRIENTS	86091482 Oct. 15, 2013	4631095 Nov. 04, 2014	RHG & Company, Inc.	Registered
ULTRA PURE FISH OIL 1000	88676634	6138029	RHG & Company, Inc.	Registered

TRADEMARK


REEL: 007699 FRAME: 0605


	Nov. 01, 2019	Aug. 25, 2020	
VITAL NUTRIENTS PROSTATE HEALTH TX	88621528 Sep. 18, 2019	6033203 Apr. 14, 2020	RHG & Company, Inc. Registered

Vital Nutrients Holdings, Inc.

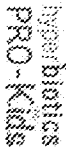
Mark	Owner	Serial No. and Date	Registration No. and Date	Goods and Services	Status and Comments
VITAL KIDS	Vital Nutrients Holdings, Inc.	90327301 Nov. 18, 2020	6475339 Sept. 7, 2021	Class 5 - dietary supplements	Registered

Vital BF Inc.

Mark	Owner	Serial No. and Date	Registration No. and Date	Goods and Services	Status
BARIATRIC FUSION	Vital BF Inc.	77228073 July 12, 2007	3534895 November 18, 2008	Class 5 - vitamin and mineral supplements	Registered
	Vital BF Inc.	77560360 September 2, 2008	3602227 April 7, 2009	Class 5 - vitamin and mineral supplements	Registered
BARIATRIC FUSION	Vital BF Inc.	85850085 February 14, 2013	4406683 September 24, 2013	Class 5 - Protein supplements; meal replacement powders, shakes, and bars for medical purposes; meal replacement	Registered

Mark	Owner	Serial No. and Date	Registration No. and Date	Goods and Services	Status
	Vital BF Inc.	85850125 February 14, 2013	4406692 September 24, 2013	powders, shakes, and bars for weight loss purposes Class 5 - Protein supplements; meal replacement powders, shakes, and bars for medical purposes; meal replacement powders, shakes, and bars for weight loss purposes	Registered
FUSION LIFESTYLE	Vital BF Inc.	87502457 June 23, 2017	5698157 March 12, 2019	Class 5 - Nutraceutical supplements, vitamins and essential minerals for general wellness, health and weight management purposes	Registered

Vital Hyper LLC

Trademark	Current Owner	Filing Date	Serial No.	Registration No.	Goods and Services	Status
GBX-FOCUS	Vital Hyper LLC	4/19/16	87006504	5908438	Class 5 - vitamin and mineral supplements	Registered 12/11/2019
	Vital Hyper LLC	20/11/2014	86467289	4789212	Class 5 - vitamin and mineral supplements	Registered 11/08/2015
Hyperbiotics PRO-Men	Vital Hyper LLC	9/10/2017	87602447	5746422	Class 5 - vitamin and mineral supplements	Registered 07/05/2019
PRO-Compete	Vital Hyper LLC	9/10/2017	87602444	5746421	Class 5 - vitamin and mineral	Registered 07/05/2019

Trademark	Current Owner	Filing Date	Serial No.	Registration No.	Goods and Services	Status
HYPERBIOTICS	Vital Hyper LLC	19/04/2019	86256869	4644918	supplements Class 5 - vitamin and mineral supplements	Registered 25/11/2014
Hyperbiotics Better Body	Vital Hyper LLC	22/07/2016	87113686	5160044	Class 5 - vitamin and mineral supplements	Registered 14/03/2017
Hyperbiotics Immune	Vital Hyper LLC	30/08/2016	87156149	5171548	Class 5 - vitamin and mineral supplements	Registered 28/03/2017
Hyperbiotics PRO - Bifido	Vital Hyper LLC	13/09/2016	87169439	5489239	Class 5 - vitamin and mineral supplements	Registered 12/06/2018
PRO-15	Vital Hyper LLC	22/08/2014	86374127	4708317	Class 5 - vitamin and mineral supplements	Registered 24/03/2015
PRO-DENTAL	Vital Hyper LLC	22/08/2014	86374134	4708319	Class 5 - vitamin and mineral supplements	Registered 24/03/2015
PRO-MOMS	Vital Hyper LLC	30/11/2014	86467281	4847743	Class 5 - vitamin and mineral supplements	Registered 03/11/2015
PRO-WOMEN	Vital Hyper LLC	22/08/2014	86374133	4708318	Class 5 - vitamin and mineral supplements	Registered 24/03/2015
THE PREBIOTIC BAR BY HYPERBIOTICS	Vital Hyper LLC	08/05/2018	87912711	5653976	Class 5 - vitamin and mineral supplements	Registered 15/01/2019
YOUR HEALTHEST DAYS ARE AHEAD	Vital Hyper LLC	21/12/2015	86856397	5030593	Class 35 - Online retail store services featuring health foods,	Registered 30/08/2016

Trademark	Current Owner	Filing Date	Serial No.	Registration No.	Goods and Services	Status
					dietary supplements, nutritional supplements, herbs, vitamins, sports nutrition products, videos and brochures	

Fairhaven Health, L.L.C.

Trademark	Current Owner	Filing Date	Serial No.	Reg. No.	Goods and Services	Status
FertilAid	Fairhaven Health, L.L.C.	Aug. 27, 2003	78292964	2953593	5: Fertility enhancing preparations for men and women	Registered
Fertile Focus	Fairhaven Health, L.L.C.	Apr. 27, 2003	78242542	2890392	9: Saliva Fertility Microscope	Registered
FertilTea	Fairhaven Health, L.L.C.	Sep. 15, 2004	78484262	3080756	5: Herb tea for medicinal purposes, namely, tea for fertility enhancement	Registered
OvaCue	Fairhaven Health, L.L.C.	Jan. 06, 2001	78041970	2637361	10: Medical diagnostic device, namely, fertility monitor	Registered
FertileCM	Fairhaven Health,	Sep. 07, 2005	78708270	3170163	5: Herbal supplements	Registered

Trademark	Current Owner	Filing Date	Serial No.	Reg. No.	Goods and Services	Status
	L.L.C.					
MotilityBoost	Fairhaven Health, L.L.C.	Mar. 25, 2019	88355688	5873288	5: Fertility enhancement preparations for males	Registered
MotilityBoost *Supplemental Register	Fairhaven Health, L.L.C.	Jul. 12, 2010	85082494	4147996	5: Fertility enhancement preparations for males	Registered
CountBoost	Fairhaven Health, L.L.C.	Jul. 12, 2010	85082558	4050301	5: Fertility enhancement preparations	Registered
OvaBoost	Fairhaven Health, L.L.C.	Sep. 27, 2012	85740491	4397715	5: Dietary and nutritional supplements	Registered
Fairhaven Health	Fairhaven Health, L.L.C.	Jul. 07, 2010	85079238	3922880	5: Fertility enhancement preparations; In-vitro ovulation prediction test kit for home use; Ovulation test kits; Pharmaceutical products and preparations for hydrating the skin during pregnancy	Registered
BabyDance	Fairhaven Health, L.L.C.	Feb. 10, 2014	86189497	5418474	5: Fertility enhancement preparations; fertility products, namely, non-spermicidal fertility lubricants and vaginal moisturizers	Registered

Trademark	Current Owner	Filing Date	Serial No.	Reg. No.	Goods and Services	Status
IsoFresh	Fairhaven Health, L.L.C.	Aug. 01, 2017	87551199	5412461	3: non-medicated feminine gel	Registered
Isolove	Fairhaven Health, L.L.C.	Nov. 01, 2013	86107844	5171824	5: isotonic topical personal sexual lubricants	Registered
FertileDetox	Fairhaven Health, L.L.C.	Aug. 25, 2011	85407868	4162478	5: Dietary supplement for eliminating toxins from the body	Registered
Nursing Blend	Fairhaven Health, L.L.C.	Apr. 28, 2011	85307767	4129975	5: Nutritional supplements containing vitamins, minerals and herbal ingredients	Registered
DreamBelly	Fairhaven Health, L.L.C.	Jun. 04, 2012	85642926	4275602	3: Non-medicated skin care creams and lotions	Registered
BFP	Fairhaven Health, L.L.C.	Aug. 23, 2012	85711660	4344249	5: Ovulation test kits; pregnancy test kits	Registered
Milkies	Fairhaven Health, L.L.C.	Feb. 07, 2014	86188153	4983696	3: non-medicated nipple skin cream; non-medicated skin care cream and lotion 5: nursing pad; breast nursing pad; soothing pad, namely, nursing pads; comfort pad, namely, nursing pads 10: breast milk storage device,	Registered

Trademark	Current Owner	Filing Date	Serial No.	Reg. No.	Goods and Services	Status
					namely, a bra cup for temporarily storing breast milk and breast milk storage bags; breast milk storage system consisting of breast milk storage bags, bag holder, and bra cup; milk savings device, namely, breast milk storage bags; breast milk collection device, namely, a bra cup for collecting breast milk and breast milk storage bag; breast shell for use protecting the breast while breast feeding; nipple shields for use in breastfeeding	
					30: tea; herbal tea	
FH PRO	Fairhaven Health, L.L.C.	Feb. 06, 2018	87786078	5569516	5: fertility enhancing preparations for men and women	Registered
Myo-Folate	Fairhaven Health, L.L.C.	Nov. 01, 2017	87667750	5588304	5: nutritional supplements containing folate	Registered
Peapod	Fairhaven Health, L.L.C.	Apr. 07, 2015	86589324	5680841	3: non-medicated skin care preparations, namely, creams, lotions, shampoos and cleansers related to pregnancy 5: prenatal vitamins; morning sickness dietary supplements	Registered

Trademark	Current Owner	Filing Date	Serial No.	Reg. No.	Goods and Services	Status
OvaGraph	Fairhaven Health, L.L.C.	May 17, 2010	85040332	3903603	9: Computer software for use in operating fertility monitors; computer software used to monitor monthly fertility cycles for use in home computers or hand held monitors	Registered

Trademark Applications

None.