

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thorne HealthTech, Inc.		10/16/2023	Corporation: DELAWARE
Thorne Research, Inc.		10/16/2023	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Collateral Agent		
Street Address:	375 Park Avenue, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 68			
Property Type	Number	Word Mark	
Registration Number:	1984112	DIPAN-9	
Registration Number:	1985559	GI-ENCAP	
Registration Number:	1989899	BIOMINS	
Registration Number:	1989900	BIO-GEST	
Registration Number:	1989901	BIO-B12	
Registration Number:	1989902	CORTREX	
Registration Number:	2158969	BIOMIN II	
Registration Number:	2160553	M.F. BROMELAIN	
Registration Number:	2160586	QUERCENASE	
Registration Number:	2162001	URISTATIN	
Registration Number:	2163970	AR-ENCAP	
Registration Number:	2164042	ARTECIN	
Registration Number:	2178525	METHYL-GUARD	
Registration Number:	2184070	FERRASORB	
Registration Number:	2189110	CARNITYL	
Registration Number:	2189114	Q-10 PLUS	
Registration Number:	2264778	S.A.T.	
Registration Number:	2271976	BERBERCAP	
		TRADEMARK	

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Property Type	Number	Word Mark
Registration Number:	2275954	PIC-MINS
Registration Number:	2285524	ARABINEX
Registration Number:	2290249	PHYTOPROFEN
Registration Number:	2290255	PERMA-CLEAR
Registration Number:	2295848	PHYTISONE
Registration Number:	2302054	ISO-PHOS
Registration Number:	2356459	PHYTOGEN
Registration Number:	2525208	MEDICLEAR
Registration Number:	2684898	ULTIMATE-E
Registration Number:	2699027	DIABENIL
Registration Number:	3029880	PERFUSIA SR
Registration Number:	3310416	NEUROCHONDRIA
Registration Number:	3325378	TIME-SORB
Registration Number:	3649177	AL'S FORMULA
Registration Number:	3678191	META-FEM
Registration Number:	3836445	POLYRESVERATROL-SR
Registration Number:	4145919	PLANTIZYME
Registration Number:	4149386	FORMULA SF722
Registration Number:	4157784	METHYL-GUARD PLUS
Registration Number:	4157894	PERFUSIA PLUS
Registration Number:	4164629	MEDICLEAR PLUS
Registration Number:	4167879	DEPROLOFT-HF
Registration Number:	4167882	CRUCERA-SGS
Registration Number:	4197555	FLORAMEND PRIME PROBIOTIC
Registration Number:	4355773	MEDIBOLIC
Registration Number:	4392385	CATALYTE
Registration Number:	4410287	FIBERMEND
Registration Number:	4579122	THORNEVET
Registration Number:	4837342	ENTEROMEND
Registration Number:	4956410	THORNE THERAPEUTICS
Registration Number:	5218436	RESVERACEL
Registration Number:	5257935	THORNE
Registration Number:	5277254	FLORASPORT 20B
Registration Number:	5418724	PECTINATE
Registration Number:	5444409	PURETAB
Registration Number:	5551714	3-K COMPLETE
Registration Number:	5638002	RECOVERYPRO
Registration Number:	5858371	FLORAPRO-LP PROBIOTIC

Property Type	Number	Word Mark
Registration Number:	6213183	THORNE
Registration Number:	6257687	INWARD. ONWARD.
Registration Number:	6434892	ONEGEVITY
Registration Number:	6434893	ONEGEVITY HEALTH
Registration Number:	6733161	NIACEL 200
Registration Number:	6733164	NIACEL 400
Registration Number:	7090579	NIACEL
Registration Number:	6312296	ARTHROPLEX
Registration Number:	5447694	HEALTHTECH
Registration Number:	5235806	GINGERPRO
Registration Number:	3238661	SIMPLY PUT - WE ARE THE DEFINITION OF PU
Registration Number:	2713472	MEDIPRO

CORRESPONDENCE DATA

Fax Number: 2149813400
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: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	096939-31690
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	10/16/2023

Total Attachments: 9
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TRADEMARK PROPERTY SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT is entered into as of October 16, 2023, (this "Agreement"), among Thorne HealthTech, Inc., a Delaware corporation, Thorne Research, Inc., a South Carolina corporation (each, a "Grantor") and Churchill Agency Services LLC, as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Pledge and Security Agreement, dated as of October 16, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in that certain Credit Agreement, dated as of October 16, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), among Healthspan Buyer, LLC, a Delaware limited liability company (the "Borrower"), Healthspan Intermediate, LLC, a Delaware limited liability company ("Holdings"), the Lenders from time to time party thereto, and Churchill Agency Services LLC, as administrative agent and collateral agent for the Lenders). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(d) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings assigned to such terms in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter owned by such Grantor and regardless of where located (collectively, the "IP Collateral"):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, together with (a) all goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past, present and future infringements, dilutions, or violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions or violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world; but excluding any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use," "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law, and all proceeds of the foregoing; in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and

remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be governed by, and construed and interpreted in accordance with, 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. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THORNE HEALTHTECH, INC.
THORNE RESEARCH, INC.,
each as a Grantor

DocuSigned by:

Saloni Varma

By: _____
487987713A544EF...

Name: Saloni Varma

Title: Chief Financial Officer

CHURCHILL AGENCY SERVICES LLC,
as the Collateral Agent

By: Jill White
Name: Jill White
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008229 FRAME: 0073

SCHEDULE I

TRADEMARKS

Trademark	Registration No.	Registration Date	Owner
DIPAN-9	1984112	7/2/1996	THORNE RESEARCH, INC.
GI-ENCAP	1985559	7/9/1996	THORNE RESEARCH, INC.
BIOMINS	1989899	7/30/1996	THORNE RESEARCH, INC.
BIO-GEST	1989900	7/30/1996	THORNE RESEARCH, INC.
BIO-B12	1989901	7/30/1996	THORNE RESEARCH, INC.
CORTREX	1989902	7/30/1996	THORNE RESEARCH, INC.
BIOMIN II	2158969	5/19/1998	THORNE RESEARCH, INC.
M.F. BROMELAIN	2160553	5/26/1998	THORNE RESEARCH, INC.
QUERCENASE	2160586	5/26/1998	THORNE RESEARCH, INC.
URISTATIN	2162001	6/2/1998	THORNE RESEARCH, INC.
AR-ENCAP	2163970	6/9/1998	THORNE RESEARCH, INC.
ARTECIN	2164042	6/9/1998	THORNE RESEARCH, INC.
METHYL-GUARD	2178525	8/4/1998	THORNE RESEARCH, INC.
FERRASORB	2184070	8/25/1998	THORNE RESEARCH, INC.
CARNITYL	2189110	9/15/1998	THORNE RESEARCH, INC.
Q-10 PLUS	2189114	9/15/1998	THORNE RESEARCH, INC.
S.A.T.	2264778	5/26/1998	THORNE RESEARCH, INC.
BERBERCAP	2271976	8/24/1999	THORNE RESEARCH, INC.

Trademark	Registration No.	Registration Date	Owner
PIC-MINS	2275954	9/7/1999	THORNE RESEARCH, INC.
ARABINEX	2285524	10/12/1999	THORNE RESEARCH, INC.
PHYTOPROFEN	2290249	11/2/1999	THORNE RESEARCH, INC.
PERMACLEAR	2290255	11/2/1999	THORNE RESEARCH, INC.
PHYTISONE	2295848	11/30/1999	THORNE RESEARCH, INC.
ISO-PHOS	2302054	12/21/1999	THORNE RESEARCH, INC.
PHYTOGEN	2356459	5/22/1997	THORNE RESEARCH, INC.
MEDICLEAR	2525208	1/1/2002	THORNE RESEARCH, INC.
ULTIMATE-E	2684898	2/4/2003	THORNE RESEARCH, INC.
DIABENIL	2699027	3/25/2003	THORNE RESEARCH, INC.
PERFUSIA SR	3029880	12/13/2005	THORNE RESEARCH, INC.
NEUROCHONDRIA	3310416	10/16/2007	THORNE RESEARCH, INC.
TIMESORB	3325378	10/30/2007	THORNE RESEARCH, INC.
AL'S FORMULA	3649177	7/7/2009	THORNE RESEARCH, INC.
META-FEM	3678191	9/8/2009	THORNE RESEARCH, INC.
POLY-RESVERATROL-SR	3836445	8/24/2010	THORNE RESEARCH, INC.
PLANTIZYME	4145919	5/22/2012	THORNE RESEARCH, INC.
FORMULA SF722	4149386	5/29/2012	THORNE RESEARCH, INC.
METHYL-GUARD PLUS	4157784	6/12/2012	THORNE RESEARCH, INC.

Trademark	Registration No.	Registration Date	Owner
PERFUSIA PLUS	4157894	6/12/2012	THORNE RESEARCH, INC.
MEDICLEAR PLUS	4164629	6/26/2012	THORNE RESEARCH, INC.
DEPROLOFT-HF	4167879	7/3/2012	THORNE RESEARCH, INC.
CRUCERA-SGS	4167882	7/3/2012	THORNE RESEARCH, INC.
FLORAMEND PRIME PROBIOTIC	4197555	8/28/2012	THORNE RESEARCH, INC.
MEDIBOLIC	4355773	6/18/2013	THORNE RESEARCH, INC.
CATALYTE	4392385	8/27/2013	THORNE RESEARCH, INC.
FIBERMEND	4410287	10/1/2013	THORNE RESEARCH, INC.
THORNEVET	4579122	8/5/2014	THORNE RESEARCH, INC.
ENTEROMEND	4837342	10/20/2015	THORNE RESEARCH, INC.
THORNE THERAPEUTICS	4956410	5/10/2016	THORNE RESEARCH, INC.
RESVERACEL	5218436	6/6/2017	THORNE RESEARCH, INC.
THORNE	5257935	8/1/2017	THORNE RESEARCH, INC.
FLORASPORT 20B	5277254	8/29/2017	THORNE RESEARCH, INC.
PECTINATE	5418724	8/28/2018	THORNE RESEARCH, INC.
PURETAB	5444409	4/10/2018	THORNE RESEARCH, INC.
3-K	5551714	8/28/2018	THORNE RESEARCH, INC.
RECOVERYPRO	5638002	12/25/2018	THORNE RESEARCH, INC.
FLORAPRO-LP PROBIOTIC	5858371	9/10/2019	THORNE RESEARCH, INC.

Trademark	Registration No.	Registration Date	Owner
THORNE	6213183	12/1/2020	THORNE RESEARCH, INC.
INWARD.ONWARD	6257687	1/26/2021	THORNE RESEARCH, INC.
ONEGEVITY	6434892	7/21/2021	ONEGEVITY HEALTH, LLC ¹
ONEGEVITY HEALTH	6434893	7/27/2021	ONEGEVITY HEALTH, LLC ²
NIACEL 200	6733161	5/24/2022	THORNE RESEARCH, INC.
NIACEL 400	6733164	5/24/2022	THORNE RESEARCH, INC.
NIACEL	7090579	6/27/2023	THORNE RESEARCH, INC.
ARTHROPLEX	6312296	4/06/2021	THORNE RESEARCH, INC.
HEALTHTECH	5447694	4/17/2018	THORNE RESEARCH, INC.
GINGERPRO	5235806	7/04/2017	THORNE RESEARCH, INC.
SIMPLY PUT - WE ARE THE DEFINITION OF PURITY	3238661	5/08/2007	THORNE RESEARCH, INC.
MEDIPRO	2713472	5/06/2003	THORNE RESEARCH, INC.

¹ NTD: Onegevity Health, LLC merged with Thorne HealthTech, Inc. on March 3, 2021. Borrower plans to make corrective filings with the USPTO to reflect the Merger and name change.

² NTD: Onegevity Health, LLC merged with Thorne HealthTech, Inc. on March 3, 2021. Borrower plans to make corrective filings with the USPTO to reflect the Merger and name change.

TRADEMARK APPLICATIONS

None.