

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM458539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TVG-Medulla, LLC		12/22/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Avante Mezzanine Partners SBIC II, L.P.		
Street Address:	11150 Santa Monica Blvd.		
Internal Address:	Suite 1470		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4949790	MEDULLA	
Registration Number:	4913271	MEDULLA	
Registration Number:	4494249	WELLNESS SOURCE	
Registration Number:	4474081	CHIRO ONE WELLNESS CENTERS	
Registration Number:	4499376	WELLNESS ONE	
Registration Number:	4193660	MEDULLA THE HUB OF CREATION	
Registration Number:	3342826	CHIRO ONE WELLNESS CENTERS	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<i>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.</i>			
Email:	tadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/daniel l. scales/		

OP \$190.00 4949790

DATE SIGNED:	01/18/2018
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Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 22nd day of December, 2017, by **TVG-MEDULLA, LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **AVANTE MEZZANINE PARTNERS SBIC II, L.P.**, for itself and as administrative agent for the Purchasers from time to time party to the Note Purchase Agreement (defined below) (together with its successors and assigns, the “**Grantee**”):

RECITALS

A. Grantor and certain of its Subsidiaries and Affiliates (collectively, “**Borrowers**”) and Grantee are parties to that certain Second Lien Note Purchase and Guaranty Agreement dated of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Note Purchase Agreement**”), providing for the purchase by the Purchasers of certain Notes sold by the Borrower (as defined therein). Capitalized terms used herein but not defined shall have the meanings assigned to them in the Note Purchase Agreement.

B. Pursuant to the terms of the Note Purchase Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) renewals thereof ((i) and (ii), collectively, “**Trademarks**”), (iii) any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark (collectively, the “**Trademark Licenses**”), (iv) the goodwill of the business symbolized by Grantor’s Trademarks, and (v) all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Note Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. **Incorporation of Note Purchase Agreement and Security Documents.** The Note Purchase Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Note Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance (when due) of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Purchasers, and hereby reaffirms its prior grant pursuant to the Note Purchase Agreement and the other Security Documents of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing and hereafter created, acquired or arising:

(a) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Grantor of the Compliance Certificate required to be delivered by Grantor under Section 4.1 of the Note Purchase Agreement in connection with the financial statements of Grantor and its affiliates, Grantor shall (i) provide Grantee a listing of any new Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule 1 to any other supplement delivered to Grantee in accordance with this paragraph, "**New Trademarks**") acquired during the fiscal quarter corresponding to such financial statement and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule 1 thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all issued Trademarks and pending trademark applications, owned by Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Note Purchase Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of New York from time to time.

6. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature page follows.]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

TVG-MEDULLA, LLC

By: 
Name: Harreld N. Kirkpatrick III
Title: Vice President


Agreed and Accepted

As of the Date First Written Above

GRANTEE:

**AVANTE MEZZANINE PARTNERS
SBIC II, L.P.**

By: Avante Mezzanine Partners SBIC II,
LLC, its general partner

By: 

Name: Ivelisse R. Simon
Title: Authorized Signer

[Signature Page to Trademark Security Agreement]

Schedule 1

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services
	4949790	May 3, 2016	Healthcare Management service organization (MSO) services, namely, providing practice organization, management and administrative support services to individual physicians or small group practices.
MEDULLA	4913271	March 8, 2016	Healthcare Management service organization (MSO) services, namely, providing practice organization, management and administrative support services to individual physicians or small group practices.
wellness source	4494249	March 11, 2014	Advertising, marketing and promotion services in the field of healthcare products and chiropractic services; On-line retail store services featuring healthcare products.
	4474081	January 28, 2014	Chiropractic services.
WELLNESS ONE	4499376	March 18, 2014	Chiropractic services.
	4193660	August 21, 2012	Advertising and marketing.
	3342826	November 27, 2007	Chiropractic services.

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the “Supplement”) made as of this ___ day of _____, 20___ by **TVG-MEDULLA, LLC**, a Delaware limited liability company (the “Grantor”), in favor of **AVANTE MEZZANINE PARTNERS SBIC II, L.P.**, for itself and as administrative Agent for the Purchasers (as defined in the Note Purchase Agreement) from time to time party to that certain Note Purchase Agreement (as defined in the Trademark Agreement) (together with its successors and assigns, “Grantee”):

W I T N E S S E T H:

WHEREAS, Grantor, Grantee and the Purchasers are parties to that certain Second Lien Note Purchase and Security Agreement dated as of December 22, 2017 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”);

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of December 22, 2017 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “Trademark Agreement”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor’s now existing and hereafter New Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

(i) 1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance (when due) of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Note Purchase Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Note Purchase Agreement and the other Security Documents, specifically including the Trademark Agreement, of a continuing security interest in Grantor’s entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues,

continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signatures on Following Page]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

TVG-MEDULLA, LLC

By: _____

Name:

Title:

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

**AVANTE MEZZANINE PARTNERS
SBIC II, L.P.**

By: Avante Mezzanine Partners SBIC II,
LLC, its general partner

By: _____

Name:

Title:

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services