

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NS412, LLC		05/06/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC		
Street Address:	430 Park Avenue		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	5002582	EAT YOUR MASS OFF	
Registration Number:	5002579	EAT, DRINK & BE HALF OF MARY	
Registration Number:	5002583	FIND YOUR HAPPY PLATES	
Registration Number:	5002585	HAVE THE BEST WEIGH OF YOUR LIFE	
Registration Number:	5271050	HEALTH YEAH	
Registration Number:	5002586	HAVE YOUR STEAK AND LOSE WEIGHT TOO	
Registration Number:	3959061	HUNGER SAVERS	
Registration Number:	3962892	IT'S NOT WHAT YOU EAT, BUT WHEN AND HOW	
Registration Number:	5002587	JINGLE ALL THE WEIGH	
Registration Number:	5271063	KISS YOUR MASS GOODBYE	
Registration Number:	5002589	MAY YOUR WEIGHS BE MERRY & BRIGHT	
Registration Number:	4366722	MINUTE WITH MARCIA	
Registration Number:	2508944	NATURALLY SLIM	
Registration Number:	4040168	NATURALLY SLIM	
Registration Number:	4220119	NATURALLY SLIM	
Registration Number:	4143287	NATURALLY SLIM	
Registration Number:	4366724	NATURALLY SLIM ADVANCED	
Registration Number:	4579452	NATURALLY SLIM FOUNDATIONS	
TRADEMARK			

CH \$640.00 5002582

Property Type	Number	Word Mark
Registration Number:	5032862	NS4LIFE
Registration Number:	5032863	NS4YOU
Registration Number:	3841369	NSTOWN
Registration Number:	5002590	PIECE, LOVE AND HAPPINESS
Registration Number:	3955640	REAL FOOD, RIGHT PORTIONS
Registration Number:	3962893	TRUE THIN
Registration Number:	5016608	WORK YOUR MASS OFF

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 2027395778

Email: michelle.raynes@morganlewis.com

Correspondent Name: Michelle S. Raynes

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 065694.0184

NAME OF SUBMITTER: Michelle S. Raynes

SIGNATURE: /Michelle S. Raynes/

DATE SIGNED: 05/23/2019

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of May 6, 2019, by NS412, LLC, a Texas limited liability company ("Grantor"), in favor of CHURCHILL AGENCY SERVICES LLC, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "Grantee"):

WITNESSETH:

WHEREAS, Grantee, NS Group Holding Company, LLC, a Delaware limited liability company ("Holdings") and Grantor (as successor by merger to NS Group Acquisition Company, LLC, a Delaware limited liability company ("Initial Borrower") ("Borrower"), are parties to that certain First Lien Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), providing for extension of credit to be made to Initial Borrower (prior to the consummation of the Closing Date Merger) and Borrower (after the consummation of the Closing Date Merger) by the Lenders; and

WHEREAS, pursuant to the terms of the Credit 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, among other things, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all United States federal trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, 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, in the United States Patent and Trademark Office (the "USPTO") and (ii) all renewals thereof ((i) and (ii), collectively, "Trademarks"), (iii) any agreement, written or oral, providing for the grant by or to a 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 Obligations owing under the Financing Documents (in each case, other than Excluded Collateral (as defined in the Security and Pledge 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 Credit Agreement and Security Documents. The Credit 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 Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance 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 Lenders, and hereby reaffirms its prior grant pursuant to the Credit 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 (excluding all Excluded Collateral (as defined in the Security and Pledge Agreement)) being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) the Trademarks, including each Trademark listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark (other than Excluded Property);

(ii) the Trademark Licenses, including each Trademark License listed on Schedule 1 annexed hereto; and

(iii) 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, (b) injury to the goodwill associated with any Trademark, and (c) all damages and remedies related to any such claim.

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(c) of the Credit Agreement in connection with the financial statements of Grantor and its affiliates, Grantor shall (i) provide Grantee a listing of any new registered Trademark or Trademark License (including any new applications for the registration of a Trademark and any new Trademark registration with respect to any application for Trademark registration previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, in each case, to the extent constituting Collateral, "New Trademarks") acquired during the fiscal quarter corresponding to such financial statement and (ii) upon the request of the Grantee, deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A 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 USPTO.

4. 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 Credit Agreement or any other Financing 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 Financing Documents or the Uniform Commercial Code as in effect in the State of New York from time to time.

5. Governing Law. THIS AGREEMENT, 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.

6. Assignment. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither this Agreement nor any of the rights or interests hereunder shall be assigned by the Grantor (including its successors and permitted assigns) without the prior written consent of the Grantee (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

7. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), 12.13 (*Counterparts; Integration*) and 12.14 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security and Pledge Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

8. Financing Document. This Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.


(Signature Pages Follow)

(Signature Page to Trademark Security Agreement (First Lien))

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the day and year first hereinabove set forth.

**GRANTOR
(AFTER THE
CONSUMMATION
OF THE CLOSING
DATE MERGER):**

NS412, LLC, a Texas limited liability company

By: 
Name: Steven C. Burns
Title: President and Secretary

(Signature Page to Trademark Security Agreement (First Lien))

Agreed and Accepted
As of the Date First Written Above

GRANTEE: CHURCHILL AGENCY SERVICES LLC, a
Delaware limited liability company

By: 
Name: Mathew Linett
Title: Managing Director

Schedule 1

Trademark Applications

Mark	Country	Ser. No.	Date Filed	Reg. No.	Date Reg.	Status	Owner
CHANGING HABITS, CHANGING LIVES, AND CHANGING THE WORLD	US	32812/88 5	Mar-2019-6			Pending	NS412, LLC
	US	88/14679 7	8-Oct-2018			Pending	NS412, LLC

Trademarks

Mark	Country	Ser. No.	Date Filed	Reg. No.	Date Reg.	Status	Owner
EAT YOUR MASS OFF	US	86/83462 1	30-Nov- 2015	5,002,58 2	19-Jul-2016	Registered	NS412, LLC
EAT, DRINK & BE HALF OF MARY	US	86/83460 8	30-Nov- 2015	5,002,57 9	19-Jul-2016	Registered	NS412, LLC
FIND YOUR HAPPY PLATES	US	86/83462 7	30-Nov- 2015	5,002,58 3	19-Jul-2016	Registered	NS412, LLC
HAVE THE BEST WEIGH OF YOUR LIFE	US	86/83464 2	30-Nov- 2015	5,002,58 5	19-Jul-2016	Registered	NS412, LLC
HEALTH YEAH	US	87/31906 5	31-Jan-2017	5,271,05 0	22-Aug- 2017	Registered	NS412, LLC
HAVE YOUR STEAK AND LOSE WEIGHT TOO	US	86/83465 1	30-Nov- 2015	5,002,58 6	19-Jul-2016	Registered	NS412, LLC
HUNGER SAVERS	US	77/92607 2	2-Feb-2010	3,959,06 1	10-May- 2011	Registered	Naturally Slim, Inc.
IT'S NOT WHAT YOU EAT, BUT WHEN AND HOW	US	77/92612 3	2-Feb-2010	3,962,89 2	17-May- 2011	Registered	Naturally Slim, Inc.
JINGLE ALL THE WEIGH	US	86/83466 1	30-Nov- 2015	5,002,58 7	19-Jul-2016	Registered	NS412, LLC
KISS YOUR MASS GOODBYE	US	87/31913 2	31-Jan-2017	5,271,06 3	22-Aug- 2017	Registered	NS412, LLC
MAY YOUR WEIGHS BE MERRY AND	US	86/83466	30-Nov-	5,002,58	19-Jul-2016	Registered	NS412, LLC

Mark	Country	Ser. No.	Date Filed	Reg. No.	Date Reg.	Status	Owner
BRIGHT		8	2015	9			
MINUTE WITH MARCIA	US	85/46076 8	31-Oct-2011	4,366,72 2	16-Jul-2013	Registered	Naturally Slim, Inc.
NATURALLY SLIM	US	75/92251 7	18-Feb-2000	2,508,94 4	20-Nov- 2001	Registered	Naturally Slim, Inc.
NATURALLY SLIM	US	77/92599 3	2-Feb-2010	4,040,16 8	18-Oct-2011	Registered	Naturally Slim, Inc.
NATURALLY SLIM (stylized)	US	85/06078 1	11-Jun-2010	4,220,11 9	9-Oct-2012	Registered	Naturally Slim, Inc.
NATURALLY SLIM (stylized)	US	85/06082 3	11-Jun-2010	4,143,28 7	15-May- 2012	Registered	Naturally Slim, Inc.
NATURALLY SLIM ADVANCED	US	85/46140 5	1-Nov-2011	4,366,72 4	16-Jul-2013	Registered	Naturally Slim, Inc.
NATURALLY SLIM FOUNDATIONS	US	86/13650 2	5-Dec-2013	4,579,45 2	5-Aug-2014	Registered	Naturally Slim, Inc.
NS4LIFE	US	86/65196 4	4-Jun-2015	5,032,86 2	30-Aug- 2016	Registered	NS412, LLC
NS4YOU	US	86/65199 7	4-Jun-2015	5,032,86 3	30-Aug- 2016	Registered	NS412, LLC
NSTOWN	US	77/92794 7	4-Feb-2010	3,841,36 9	31-Aug- 2010	Registered	NS412, LLC
PIECE, LOVE AND HAPPINESS	US	86/83467 5	30-Nov- 2015	5,002,59 0	19-Jul-2016	Registered	NS412, LLC
REAL FOOD, RIGHT PORTIONS	US	77/92602 6	2-Feb-2010	3,955,64 0	3-May-2011	Registered	Naturally Slim, Inc.
TRUE THIN	US	77/92618 5	2-Feb-2010	3,962,89 3	17-May- 2011	Registered	Naturally Slim, Inc.
WORK YOUR MASS OFF	US	86/83468 3	30-Nov- 2015	5,016,60 8	9-Aug-2016	Registered	NS412, LLC

NAI-1507693005v3

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, 20__ by NS412, LLC, a Texas limited liability company ("Grantor"), in favor of CHURCHILL AGENCY SERVICES LLC, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement referenced below) (together with its successors and assigns, "Grantee");

WITNESSETH:

WHEREAS, Grantee, NS Group Holding Company, LLC, a Delaware limited liability company, and NS412, LLC, a Texas limited liability company (as successor by merger to NS Group Acquisition Company, LLC, a Delaware limited liability company), are parties to that certain First Lien Credit and Guaranty Agreement, dated as of May 6, 2019 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantor and Grantee are parties to that certain Trademark Security Agreement dated as of May 6, 2019 (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); and

WHEREAS, pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any Trademarks issued or applied for with the USPTO or Trademark Licenses since the date of the Trademark Agreement or any prior supplement thereto (such Trademarks referred to herein as the "New Trademarks"), Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of this 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 (in each case, other than Excluded Collateral (as defined in the Security and Pledge Agreement)), which such Supplement may be and is intended by the parties to be filed with the USPTO.

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:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance 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 Credit 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 Credit 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 (excluding all Excluded Collateral (as defined in the Security and

Pledge Agreement)), 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 all damages and remedies related to any such claim, 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. 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.

3. Governing Law. THIS AGREEMENT, 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.

4. Assignment. The Trademark Agreement as amended and supplemented by this Supplement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither the Trademark Agreement as amended and supplemented by this Supplement nor any of the rights or interests thereunder shall be assigned by the Grantor (including its successors and permitted assigns) without the prior written consent of the Grantee (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

5. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), AND 12.15 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security and Pledge Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

6. Financing Document. The Trademark Agreement, as supplemented by this Supplement, constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signatures on Following Page]

(Signature Page to Supplement to Trademark Security Agreement)

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

GRANTOR: NS412, LLC, a Texas limited liability company

By: _____

Name:

Title:

(Signature Page to Supplement to Trademark Security Agreement)

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

**CHURCHILL AGENCY SERVICES
LLC, as Administrative Agent**

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