

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM544276

| | | | |
|---|---|-----------------------|--|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Beverly Hills MD, LLC | | 10.7.19 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | PNC Bank, National Association, as Administrative Agent for the Secured Parties | | |
| Street Address: | 500 First Avenue | | |
| Internal Address: | Commercial Loan Service | | |
| City: | Pittsburgh | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5034341 | BEVERLY HILLS MD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2024083141 | | |
| <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> | | | |
| Phone: | 2024083141 | | |
| Email: | jean.paterson@cscglobal.com | | |
| Correspondent Name: | CSC | | |
| Address Line 1: | 1090 Vermont Avenue, NW | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 3 | | |
| NAME OF SUBMITTER: | Jean Paterson | | |
| SIGNATURE: | /jep/ | | |
| DATE SIGNED: | 10/08/2019 | | |
| Total Attachments: 12 | | | |
| source=10-8-19 PNC Bank#page1.tif | | | |
| source=10-8-19 PNC Bank#page2.tif | | | |

CH 5:00:00 5034341

source=10-8-19 PNC Bank#page3.tif
source=10-8-19 PNC Bank#page4.tif
source=10-8-19 PNC Bank#page5.tif
source=10-8-19 PNC Bank#page6.tif
source=10-8-19 PNC Bank#page7.tif
source=10-8-19 PNC Bank#page8.tif
source=10-8-19 PNC Bank#page9.tif
source=10-8-19 PNC Bank#page10.tif
source=10-8-19 PNC Bank#page11.tif
source=10-8-19 PNC Bank#page12.tif

IP SECURITY AGREEMENT

This IP Security Agreement, dated as of October 7, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and PNC Bank, National Association, as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, ALTERN MARKETING, LLC, a California limited liability company (“Borrower”), has entered into that certain Revolving Credit, Term Loan and Security Agreement, dated as of October 7, 2019 (as may be amended, modified, supplemented, renewed, restated or replaced from time to time, the “Credit Agreement”), by and among the Borrower, each guarantor from time to time party thereto (collectively, the “Guarantors” and, together with the Borrower, collectively the “Loan Parties” and each a “Loan Party”), the financial institutions party thereto as lenders from time to time (collectively, the “Lenders” and each a “Lender”), the Administrative Agent and PNC Capital Markets LLC, as Sole Lead Arranger and Sole Bookrunner. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. **Grant of Security.** Each Grantor hereby pledges to the Administrative Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Administrative Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, wherever located, whether now owned or hereafter acquired by the undersigned (the “**Collateral**”):

(i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the “**Patent Collateral**”);

(ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “**Trademark Collateral**”);

(iii) all Copyrights, whether registered or unregistered, and exclusive licenses to Copyrights, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “**Copyright Collateral**”);

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by

international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi) or elsewhere in the Loan Documents, the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit Agreement (as such Credit Agreement may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. Each Grantor authorizes and requests that each of the Register of Copyrights of the United States Copyright Office, the Commissioner for Patents of the United States Patent and Trademark Office (the "PTO") and the Commissioner for Trademarks of the PTO, or the equivalent official in an applicable jurisdiction outside the United States, record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF

THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) Any judicial proceeding brought by any Grantor with respect to this IP Security Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this IP Security Agreement, each Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this IP Security Agreement.

(c) Any judicial proceeding brought by any party hereto against any Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this IP Security Agreement or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York.

(d) Each party hereto irrevocably consents to service of process in the manner provided for in Section 16.1 of the Credit Agreement. Nothing in this IP Security Agreement will affect the right of any Agent or Lender to serve process in any other manner permitted by Applicable Law or shall limit the right of any Agent or Lender to bring proceedings against any Grantor in the courts of any other jurisdiction.


(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, COUNTERCLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS IP SECURITY AGREEMENT, ANY OTHER DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, ANY OTHER DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, COUNTERCLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signatures to Follow on Separate Page]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

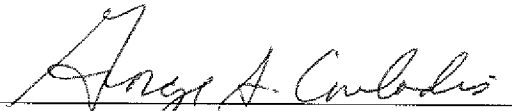
AGOURA HEALTH PRODUCTS, LLC
ALTERN MARKETING, LLC
BEVERLY HILLS MD, LLC
CALI PET NUTRIENTS, LLC
CALIFORNIA GENIUS PARTNERS, LLC
CALIFORNIA PET PARTNERS, LLC
CALIFORNIA SKIN PRODUCTS, LLC
CALIFORNIA SLIMMING, LLC
CITY BEAUTY, LLC
DSMB PARTNERS, LLC
HD WELLNESS, LLC
LIVING CELL RESEARCH, LLC
ONE TWO COSMETICS, LLC
PACIFIC HEALTH SUPPLEMENTS, LLC
PROBIOTIC AMERICA, LLC
REJUVENATING HAIR SCIENCES, LLC
WHOLE BODY RESEARCH, LLC
WISCONSIN SUPPLEMENTS LLC

By: _____


Name: Seth Halio

Title: Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: 
Name: George Couladis
Title: Senior Vice President

SCHEDULE A – PATENTS

REGISTERED PATENTS AND DESIGN PATENTS

| Owner | Title | Date Granted | Patent No. |
|---------------------------|--|---------------------|-------------------|
| One Two Cosmetics, LLC | Non-Adhesive False Eyelash System and Method | 7/16/15 | 10,149,506 |
| | Prosthetic Eyelash | 4/6/15 | D790,771 |
| | False Eye Lash (Hague Convention) | 4/1/16 | D813,461 |

PATENT AND DESIGN PATENT APPLICATIONS

| Title | Date Filed | Application No. |
|--------------|-------------------|------------------------|
| None | | |

SCHEDULE B – TRADEMARKS

TRADEMARK REGISTRATIONS

| Owner | Trademark | Registration No. | Registration Date |
|--------------------------------|--------------------------------|-------------------------|--------------------------|
| Agoura Health Products, LLC | GUNDRY MD™ | 5683887 | 4/12/18 |
| | GUNDRY MD™(Australia) | 1971424 | 10/11/18 |
| | GUNDRY MD™(China) | 33961512 | 10/11/18 |
| | GUNDRY MD™(China) | 33961513 | 10/11/18 |
| | GUNDRY MD™(India) | 4007633 | 10/11/18 |
| | GUNDRY MD™(New Zealand) | 1107886 | 10/11/18 |
| | Gundry MD Logo™ | 5702791 | 8/7/18 |
| | Gundry MD Logo™ Australia | 2001013(AU) | 2/7/19 |
| | Gundry MD Logo™ New Zealand | 1117763(NZ) | 2/7/19 |
| Altern Marketing, LLC | Lawrence Supplements® | 4900832 | 5/27/15 |
| | PHGH | 4424559 | 10/29/13 |
| Beverly Hills MD, LLC | Beverly Hills MD® | 5034341 | 6/4/15 |
| | Beverly Hills MD®(China) | 24465296A | 6/5/17 |
| City Beauty, LLC | City Beauty® | 5406491 | 7/13/17 |
| | City Lips® | 4546666 | 8/6/13 |
| | City Lash® | 4236993 | 3/15/12 |
| DSMB Partners, LLC | ActivatedYou™ | 5781039 | 11/15/18 |
| Living Cell Research, LLC | Midogen® | 4884696 | 4/23/15 |
| | Cerastim® | 4712265 | 8/15/14 |
| One Two Cosmetics, LLC | One Two Cosmetics® | 5070064 | 12/01/15 |
| | Making Beauty Effortless® | 5070065 | 12/01/15 |
| | One Two Cosmetics (logo)® | 5070169 | 1/21/16 |

| Owner | Trademark | Registration No. | Registration Date |
|------------------------------------|---------------------------------|-------------------------|--------------------------|
| | One Two Lash® | 5070193 | 1/27/16 |
| | One Two Wash® | 5359259 | 5/11/17 |
| | Lashes in One Two® | 5520713 | 5/12/17 |
| | ONE TWO VANISH® | 5521033 | 8/8/17 |
| | One Two Cosmetics (logo, EU) | 017132606 | 8/23/17 |
| | One Two Cosmetics (word, EU) | 017132614 | 8/23/17 |
| | One Two Cosmetics (Japan) | 1375051 | 10/2/2017 |
| | One Two Lash (EU) | 017132598 | 8/23/17 |
| | One Two Lash (Japan) | 1375048 | 10/2/2017 |
| Pacific Health Supplements, LLC | Nucific® | 4885399 | 6/5/15 |
| Probiotic America, LLC | Probiotic America™ | 5735874 | 11/13/2018 |
| | Perfect Digest® | 4898069 | 6/5/15 |
| | PerfectBiotics® | 4755564 | 3/31/15 |
| Whole Body Research, LLC | Joint Stimuflex | 4895006 | 6/5/15 |
| | Joint Stimuflex® | 4895006 | 6/5/15 |
| | Keybiotics | 4592628 | 1/24/14 |
| | KeyDigest® | 4881607 | 7/12/15 |
| | Whole Body Research® | 4904358 | 6/5/15 |

TRADEMARK APPLICATIONS

| Owner | Trademark | Registration No. | Registration Date |
|--------------------------------|--------------------------------|------------------------------|--------------------------|
| Agoura Health Products, LLC | Die Young at a Ripe Old Age | 88-455457 – serial number | 5/31/19 |
| | Gundry MD Logo™ | 88178605 – serial number | 11/1/18 |
| | GUNDRY MD™ | 88-178191-serial number | 11/1/18 |
| | GUNDRY MD™(Canada) | 1924776-serial number | 10/11/18 |

| Owner | Trademark | Registration No. | Registration Date |
|---|--|---------------------------|--------------------------|
| | GUNDRY MD™(EU) | 1434732 – serial number | 10/11/18 |
| | GUNDRY MD™(Japan) | 1434732-serial number | 10/11/18 |
| | GUNDRY MD™(Mexico) | 1434732-serial number | 10/11/18 |
| | GUNDRY MD™(S. Korea) | 1434732-serial number | 10/11/18 |
| | The Road to Health is Paved with Good Intestines | 88-455451 – serial number | 5/31/19 |
| | Vital Reds | 88-409066 – serial number | 4/30/19 |
| Altern Marketing, LLC | PHGH | 85-840423 – serial number | N/A |
| Beverly Hills MD, LLC | Beverly Hills MD®(China) | 24465296-serial number | 6/5/17 |
| Cali Pet Nutrients, LLC, DBA Ultimate Pet Nutrition | Miscellaneous Design | 88-472044 – serial number | 6/13/19 |
| | Miscellaneous Design | 88-472018 – serial number | 6/13/19 |
| | Ultimate Pet Nutrition | 88-455443 – serial number | 5/31/19 |
| California Genius Partners LLC, DBA Constellation Nutrition | Constellation Nutrition | 88-514783 – serial number | 7/1/19 |
| California Pet Partners, LLC | Dr. Marty (China) | 33961511-serial number | 10/11/18 |
| | Dr. Marty holding dog (Logo) | 88274683-serial number | 1/24/19 |
| | Nature's Feast | 88454788 – serial number | 5/31/19 |
| California Skin Products, LLC | DermalMedix™ | 88454700-serial number | 5/31/2019 |
| HD Wellness, LLC | Unity Health Labs | 88515039 – serial number | 7/15/19 |

| Owner | Trademark | Registration No. | Registration Date |
|---------------------------------|---------------------------|---------------------------|--------------------------|
| One Two Cosmetics, LLC | One Two Cocomelt™ | 88409124 – serial number | 4/30/19 |
| | One Two Cosmetics (China) | G1375051-serial number | 06/19/17 |
| | One Two Lash (China) | G1375048-serial number | 6/1/17 |
| Pacific Health Supplements, LLC | Bio-X4 | 88-409242 – serial number | 4/30/19 |
| | Nucific Logo™ | 88161851 – serial number | 10/19/18 |
| Whole Body Research, LLC | Miscellaneous Design | 88-409192 – serial number | 4/30/19 |

SCHEDULE C – COPYRIGHTS

REGISTERED COPYRIGHTS

| <u>Owner</u> | <u>Copyright</u> | <u>Registration Date</u> | <u>Registration No.</u> |
|-------------------------------|--|---------------------------------|--------------------------------|
| Agoura Health Products, LLC | Chocolate MD | 1/12/18 | TX0008530132; PA0002097920 |
| | Gundry MD Logo | 3/12/19 | VA0002148489 |
| | Heart Defense | 1/10/18 | TX0008530137 |
| | PrebioClear | 1/12/18 | TX0008524265; |
| | | 1/16/18 | PA0002097919 |
| | Total Restore | 1/10/18 | TX0008524152 |
| | Vital Reds Energy | 2/13/18 | TX0008538722; PA0002105620 |
| Beverly Hills MD, LLC | Crepe Correcting Body Complex | 5/24/2017 | PA0002034899 |
| | Deep Wrinkle Filler | 11/1/17 | TX0008478273; PA0002086242 |
| | Dermal Repair Complex | 3/13/17 | TX0008379158; PA0002050639 |
| | Resurface and Restore | 4/26/17 | TX0008393390; PA0002091291 |
| | Clarity Complete | 3/15/17 | TX0008381554; PA0002051157 |
| Cali Pet Nutrients, LLC | Ultimate Pet Nutrition Nutra Thrive Video Sales Letter | 4/23/19 | TX0008737775 |
| California Pet Partners, LLC | Brand logo (cat) | 1/8/19 | VA0002153749 |
| | Brand logo (dog) | 1/4/19 | VA0002152455 |
| California Skin Products, LLC | FootMedix | 4/26/17 | TX0008393364; PA0002080499 |
| California Slimming, LLC | ThermaSpice | 1/10/18 | TX0008525279; PA0002097917 |
| DSMB Partners, LLC | Advanced Restoration Probiotic | 4/26/17 | TX0008393392; PA0002091294 |
| | Morning Complete | 11/1/17 | TX0008478372; PA0002086240 |
| Living Cell Research, LLC | Active Stem | 2/27/18 | TX0008539720; PA0002124661 |
| | ActivePK | 2/27/18 | TX0008542450; |

| | | | |
|------------------------------------|---|---------|-------------------------------|
| | | | PA0002125525 |
| | Omnicell | 2/27/18 | TX0008539718; PA0002129651 |
| | QL-5 | 2/27/18 | TX0008539719; PA0002125532 |
| One Two Cosmetics, LLC | Accent Lash | 7/19/17 | VA0002104364 |
| | Accent Lash in Box | 7/19/17 | VA0002104440 |
| | Accent Lash in Box with Insert | 7/19/17 | VA0002090052 |
| | Bold Lash | 7/19/17 | VA0002090049 |
| | Bold Lash in Box | 7/19/17 | VA0002090046 |
| | Filler Lash | 7/19/17 | VA0002090058 |
| | Filler Lash in Box | 7/19/17 | VA0002090060 |
| | One Two Wash | 7/19/17 | VA0002097125 |
| | Original Lash | 7/19/17 | VA0002090051 |
| | Original Lash - New Box Insert | 8/8/17 | VA0002091649 |
| | Original Lash in Box | 7/19/17 | VA0002090062 |
| | Original Lash in Box with New Insert | 8/8/17 | VA0002091662 |
| Pacific Health Supplements, LLC | Beef Bone Broth | 2/27/18 | TX0008539715; PA0002104132 |
| | | 3/9/18 | |
| | Bio-X4 | 2/13/18 | TX0008538726 |
| | Deep Cell Activator | 4/26/17 | TX0008393362; PA0002091296 |
| Probiotic America, LLC | Perfect Biotics | 2/13/18 | TX0008538724 |
| Rejuvenating Hair Sciences, LLC | Revitalizing Hair Therapy | 2/27/18 | TX0008539716; PA0002104129 |
| Whole Body Research, LLC | KeyBiotics | 3/9/18 | TX0008539721; PA0002125526 |
| Wisconsin Supplements LLC | Advanced Probiotics | 2/27/18 | TX0008539717; PA0002104128 |

COPYRIGHT APPLICATIONS

| <u>Copyright</u> | <u>Filing Date</u> | <u>Application No.</u> |
|------------------|--------------------|------------------------|
| None | | |