

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beverly Hills Style Sciences, LLC		11/07/2019	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 Services Center		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88514953	KINTSUGI	
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:	040216		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	11/08/2019		
Total Attachments: 11			
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IP SECURITY AGREEMENT SUPPLEMENT

This IP Security Agreement Supplement, dated as of November 7, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement Supplement”), 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 other 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 Supplement 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 Supplement 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 Supplement.

Section 4. **Execution in Counterparts.** This IP Security Agreement Supplement 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 Supplement 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 Supplement 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 SUPPLEMENT 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.

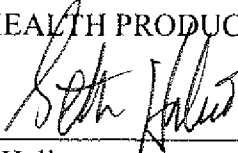
(c) Any judicial proceeding brought by any party hereto against any Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this IP Security Agreement or any related agreement, shall be brought only in a federal or state court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

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

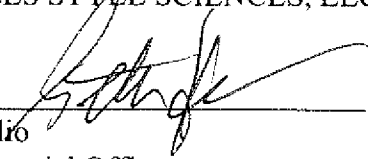
AGOURA HEALTH PRODUCTS, LLC

By:  _____

Name: Seth Halio

Title: Chief Financial Officer

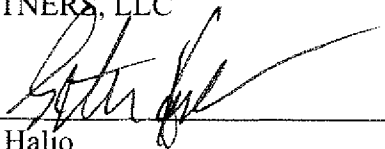
BEVERLY HILLS STYLE SCIENCES, LLC

By:  _____

Name: Seth Halio

Title: Chief Financial Officer

THGH PARTNERS, LLC

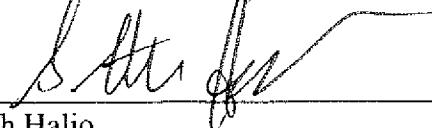
By:  _____

Name: Seth Halio

Title: Chief Financial Officer

WHOLE BODY RESEARCH, LLC

By: _____



Name: Seth Halio

Title: Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: George S. Couladis
Name: George S. Couladis
Title: SVP

SCHEDULE A – PATENTS

REGISTERED PATENTS AND DESIGN PATENTS

Owner	Title	Date Filed	Application No.
None			

PATENT AND DESIGN PATENT APPLICATIONS

Owner	Title	Date Filed	Application No.
None			

SCHEDULE B – TRADEMARKS

TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Agoura Health Products, LLC	Gundry MD Logo™ (China)	36260418	1/31/19
	Gundry MD Logo™ (China)	36260418A	1/31/19

TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Agoura Health Products, LLC	Gundry MD Logo™(Canada)	1945044 – serial number	2/7/19
	Gundry MD Logo® (EU)	1459698 – serial number	2/7/19
	Gundry MD Logo™(India)	1459698 – serial number	2/7/19
	Gundry MD Logo™(Japan)	1459698 – serial number	2/7/19
	Gundry MD Logo™(Mexico)	1459698 – serial number	2/7/19
	Gundry MD Logo™(S. Korea)	1459698 – serial number	2/7/19
Beverly Hills Style Sciences, LLC	Kintsugi™	88-514953 – serial number	7/15/19
THGH Partners, LLC	PowerLife™	88-515022 – serial number	7/15/19
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>
None			

COPYRIGHT APPLICATIONS

<u>Owner</u>	<u>Copyright</u>	<u>Registration Date</u>	<u>Registration No.</u>
None			