

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QuarterMaster Newco, LLC		07/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FEAC Agent, LLC		
Street Address:	500 Boylston Street		
Internal Address:	Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	75941192	DYNHA	
Serial Number:	75941196	AMIHEALTHY.COM	
Serial Number:	85409751	SMART MEASUREMENT	
Serial Number:	87143388	CHAI	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186556		
Email:	jacoblimaldi@paulhastings.com		
Correspondent Name:	Jacob Limaldi		
Address Line 1:	200 Park Avenue		
Address Line 2:	26th Floor		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Jacob Limaldi		
SIGNATURE:	/s/ Jacob Limaldi		
DATE SIGNED:	07/31/2020		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made this July 31, 2020, by and among **QUARTERMASTER NEWCO, LLC**, a Delaware limited liability company (the “**Grantor**”) and **FEAC AGENT, LLC**, as administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and assigns in such capacities, the “**Agent**”) acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement or the Security Agreement, as applicable.

RECITALS

WHEREAS, VSCP QM BUYER, LLC, a Delaware limited liability company (the “**Initial Borrower**” or, upon giving effect to the Closing Date Acquisition and Debt Push Down, “**Holdings**”), the Grantor, the other Subsidiaries thereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”) and the Agent, have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Credit Parties, including the Grantor, have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all rights, priorities and privileges relating to Trademarks, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the United States Trademarks referred to on Schedule I, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books, records, and information pertaining to the Trademark Collateral, and all rights of access to such books, records, and information; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of, and all income, royalties and other payments now or hereafter due and payable with respect to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, "Trademark Collateral" shall not include the Excluded Collateral.

2. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new United States Trademarks, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting the Grantor's obligations under this Section 4, the Grantor hereby authorizes the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. CONSTRUCTION. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

7. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND

CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

QUARtermaster NEWCO, LLC,
a Delaware limited liability company

By: 
Name: Martha Bayliss
Title: President

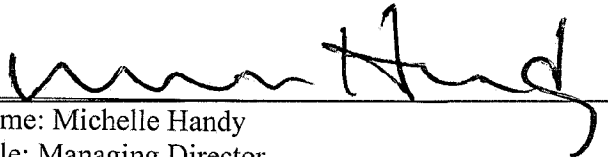
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007012 FRAME: 0635

AGENT:

FEAC AGENT, LLC

By: _____


Name: Michelle Handy
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007012 FRAME: 0636

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Name of Credit Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Serial No.</u>	<u>Application Filing Date</u>	<u>Mark</u>
QuarterMaster Newco, LLC	US	2526788	1-8-2002	75941192	3-10-2000	DYNHA
QuarterMaster Newco, LLC	US	2570746	5-21-2002	75941196	3-10-2000	AMIHEALTHY.COM
QuarterMaster, Newco, LLC	US	4134996	5-1-2012	85409751	8-29-2011	SMART MEASUREMENT
QuarterMaster Newco, LLC	US	5313075	10-17-2017	87143388	8-18-2016	CHAI

Pending Trademark Applications

None.