

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOLEO HEALTH HOLDINGS, INC.		09/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	H.I.G. ALLION, L.L.C.		
Street Address:	600 Fifth Avenue, 24th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5610368	NUTRISOLE	
Registration Number:	5610367	NUTRISOLE	
Registration Number:	5909193	SOLEORX	
Registration Number:	6024722	SOLEO CARE TRANSITIONS	
Registration Number:	6142394	CENTERSOURCE	
Serial Number:	87906338	SOLEO DIRECT	
Serial Number:	88962794	CENTERSOURCE PATIENT ACCESS SIMPLIFIED	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	36052-199		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		

CH \$190.00 5610368

DATE SIGNED:	09/17/2020
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Total Attachments: 6

- source=Soleo (4th Am.) (HIG) - Trademark Security Agt (Sep-16-20)_(71133015_2)#page1.tif
- source=Soleo (4th Am.) (HIG) - Trademark Security Agt (Sep-16-20)_(71133015_2)#page2.tif
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TRADEMARK SECURITY AGREEMENT

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE LENDER PURSUANT TO OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE LENDER HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF MARCH 14, 2016 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG GEMINO HEALTHCARE FINANCE, LLC, AS THE FIRST LIEN CREDITOR, THE LENDER, AS THE SECOND LIEN CREDITOR, AND FMP AGENCY SERVICES, LLC, AS THE THIRD LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT OR ANY SECURITY DOCUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of September 16, 2020, is made by and among SOLEO HEALTH HOLDINGS, INC., a Delaware corporation (the "**Grantor**"), in favor of H.I.G. ALLION, L.L.C., a Delaware limited liability company (the "**Lender**").

WHEREAS, the Grantor has entered into that certain Credit Agreement, dated as of March 14, 2016 (as it has been and as it may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by the Grantor, the other Borrowers party thereto and the Lender. Capitalized terms used herein without definition shall have the meanings given to them in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of the Grantor in, to and under the following (the "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**");

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under the Credit Agreement attach to any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement (as amended), which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the Grantor and Lender and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating

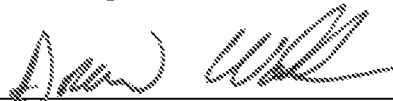
to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of NEW YORK, without giving effect to any choice or conflict of law provision or rule (whether of the State of NEW YORK or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

SOLEO HEALTH HOLDINGS, INC.,
a Delaware corporation

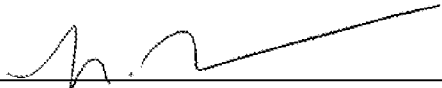
By: 
Name: Drew Walk
Title: President

[Signatures continue on following page]

[Signature Page to Trademark Security Agreement]

AGREED TO AND ACCEPTED:

H.I.G. ALLION, L.L.C.,
as Lender

By: 
Name: Miriam R. Rafiqi
Title: Secretary

Address for Notices:



600 Fifth Avenue, 24th Floor
New York, New York 10020
Attn: Miriam R. Rafiqi

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007055 FRAME: 0127

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Name of Entity</u>	<u>Trademark</u>	<u>Number</u>	<u>Date</u>
Soleo Health Holdings, Inc.		5610368	11/20/18
Soleo Health Holdings, Inc.	NutriSole®	5610367	11/20/18
Soleo Health Holdings, Inc.	SoleoRx®	5909193	11/12/19
Soleo Health Holdings, Inc.	Soleo Direct™	Application #87/906,338	Filed 5/3/18 – waiting on final registration
Soleo Health Holdings, Inc.	Soleo Care Transitions®	6024722	3/31/20
Soleo Health Holdings, Inc.		Application #88/962,794	Filed 6/6/18 – waiting on final registration
Soleo Health Holdings, Inc.	CenterSource™	6142394	9/1/20