

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599334

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|----------|----------------|--|
| ACTIV NUTRITIONAL, LLC | | 09/22/2020 | Limited Liability Company: DELAWARE |
| ADARE PHARMACEUTICALS, INC. | | 09/22/2020 | Corporation: NEVADA |
| ADARE PHARMACEUTICALS USA, INC. | | 09/22/2020 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | CRESCENT AGENCY SERVICES LLC |
| Street Address: | 100 FEDERAL STREET |
| Internal Address: | 31ST FLOOR |
| City: | BOSTON |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02110 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|-----------------------------|----------|-------------------------------------|
| Registration Number: | 2248302 | VIACTIV |
| Registration Number: | 2531197 | ACTIVE NUTRITION FOR WOMEN BY WOMEN |
| Registration Number: | 2465643 | VIACTIV V |
| Registration Number: | 5073522 | VIACTIV LIFESTYLE |
| Registration Number: | 5118073 | CHEWS TO MAKE A DIFFERENCE |
| Registration Number: | 5132075 | #BEACTIV |
| Registration Number: | 5118075 | CHEWS TO BE STRONG |
| Registration Number: | 5935014 | LB |
| Serial Number: | 88667306 | PARVULET |
| Registration Number: | 4869227 | ORBIS BIOSCIENCES |
| Registration Number: | 4802411 | OPTIM μ M |
| Registration Number: | 4989255 | UNISUN |
| Registration Number: | 5192132 | PRECISION PARTICLE FABRICATION |
| Registration Number: | 3659316 | ADVATAB |

CH \$390.00 2248302

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3175614 | ADVATAB |

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128628738

Email: michelle.nowicki@kirkland.com

Correspondent Name: Michelle Nowicki

Address Line 1: 300 N. LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 36772-221 |
| NAME OF SUBMITTER: | Michelle Nowicki |
| SIGNATURE: | /Michelle Nowicki/ |
| DATE SIGNED: | 09/24/2020 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of September 22, 2020 (this “**Agreement**”), between ACTIV NUTRITIONAL, LLC, a Delaware limited liability company (“**Activ Nutritional**”), ADARE PHARMACEUTICALS, INC., a Nevada corporation (“**Adare Pharmaceuticals**”), ADARE PHARMACEUTICALS USA, INC., a Delaware corporation (“**Adare USA**”, and collectively with Activ Nutritional and Adare Pharmaceuticals, the “**Grantors**”, and each a “**Grantor**”), and CRESCENT AGENCY SERVICES LLC, as administrative agent and collateral agent (in such capacity, the “**Agent**”).

Reference is made to (a) the Pledge and Security Agreement dated as of September 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among TEAL ACQUISITION CO., INC., a Delaware corporation (“**Borrower**”), TEAL INTERMEDIATE HOLDINGS II, INC., a Delaware corporation (“**Holdings**”), the Subsidiary Parties from time to time party thereto and the Agent, and (b) the Credit Agreement dated as of September 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto (the “**Lenders**”) and the Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Secured Obligations, each Grantor hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the “**Trademark Collateral**”): (i) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing. Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use (or similar) Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

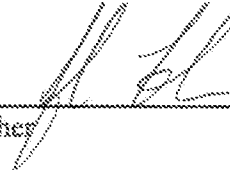
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. **CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, the Grantors and the Agent have executed this Trademark Security Agreement as of the date first above written.

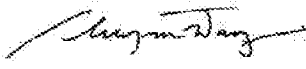
ACTIV NUTRITIONAL, LLC
ADARE PHARMACEUTICALS, INC.
ADARE PHARMACEUTICALS USA, INC.

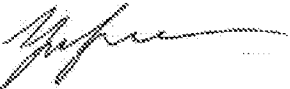
By: 
Name: John Fraher
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007060 FRAME: 0472

CRESCENT AGENCY SERVICES LLC,
as Agent

By: 
Name: Chris Wang
Title: Managing Director

By: 
Name: Yev Kuznetsov
Title: Managing Director

Schedule I

United States Trademarks and Trademark Applications

| Trademark | Application / Registration No. | Application / Registration Date | Applicant / Registered Owner |
|-------------------------------------|--|--|---|
| Viactiv | App. No. 75366849 Reg. No. 2248302 | 25-May-1999 | Activ Nutritional, LLC |
| Active Nutrition for Women by Women | App. No. 75789014 Reg. No. 2531197 | 1/22/2002 | Activ Nutritional, LLC |
| Viactiv V | App. No. 76061305 Reg. No. 2465643 | 03-Jul-2001 | Activ Nutritional, LLC |
| Viactiv Lifestyle | App. No. 85868648 Reg. No. 5073522 | 01-Nov-2016 | Activ Nutritional, LLC |
| CHEWS TO MAKE A DIFFERENCE | App. No. 87023674 Reg. No. 5118073 | 10-Jan-2017 | Activ Nutritional, LLC |
| #BEACTIV | App. No. 87023681 Reg. No. 5132075 | 1/3/2017 | Activ Nutritional, LLC |
| CHEWS TO BE STRONG | App. No. 87023684 Reg. No. 5118075 | 10-Jan-2017 | Activ Nutritional, LLC |
| LB Hexagon Design | App. No. 88017940 Reg. No. 5935014 | 12/17/2019 | Adare Pharmaceuticals, Inc. |
| Parvulet | App. No. 88667306 | - | Adare Pharmaceuticals, Inc. |
| ORBIS BIOSCIENCES | App. No. 86382988 Reg. No. 4869227 | 15-Dec-2015 | Adare Pharmaceuticals USA, Inc. |

| Trademark | Application / Registration No. | Application / Registration Date | Applicant / Registered Owner |
|--------------------------------|--|------------------------------------|------------------------------------|
| optimum | App. No. 86383746 Reg. No. 4802411 | 1-Sep-2015 | Adare Pharmaceuticals USA, Inc. |
| UNISUN | App. No. 86383810 Reg. No. 4989255 | 28-Jun-2016 | Adare Pharmaceuticals USA, Inc. |
| Precision Particle Fabrication | App. No. 86803401 Reg. No. 5192132 | 25-Apr-2017 | Adare Pharmaceuticals USA, Inc. |
| ADVATAB | App. No. 78252564 Reg. No. 3659316 | 21-Jul-2009 | ADARE Pharmaceuticals, Inc. |
| ADVATAB | App. No. 78977617 Reg. No. 3175614 | 21-Nov-2006 | ADARE Pharmaceuticals, Inc. |
| New logo A | App. No. 87416898 (ITU) | - | ADARE Pharmaceuticals, Inc. |
| New logo Adare | App. No. 87416905 (ITU) | - | ADARE Pharmaceuticals, Inc. |