

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617239

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (DIP)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNIPHARMA, LLC		12/29/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	NHTV ULM Holdings, LLC
Street Address:	1585 Broadway
Internal Address:	Floor 37
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6153737	DRKIDS
Registration Number:	5927558	UNIPHARMA
Registration Number:	5531634	DCARE
Registration Number:	5356445	HIMASAL
Registration Number:	5460033	UNICITRA-K
Registration Number:	5470297	DR. KIDS
Registration Number:	5945760	GLUTADOSE
Serial Number:	90144347	MYDRKIDS

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Kaitlin Bond

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

CH \$215.00 6153737

ATTORNEY DOCKET NUMBER:	K. Bond - 64058.0301
NAME OF SUBMITTER:	Kaitlin Bond
SIGNATURE:	/Kaitlin Bond/
DATE SIGNED:	12/29/2020
Total Attachments: 4 source=ULM - DIP Loan Agreement - Trademark Security Agreement (Executed)#page1.tif source=ULM - DIP Loan Agreement - Trademark Security Agreement (Executed)#page2.tif source=ULM - DIP Loan Agreement - Trademark Security Agreement (Executed)#page3.tif source=ULM - DIP Loan Agreement - Trademark Security Agreement (Executed)#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of December 29, 2020, (this “Agreement”), by the GRANTOR set forth on the signature page hereto (the “Grantor”), in favor of NHTV ULM Holdings, LLC (the “Lender”).

Reference is made to that certain Superpriority Debtor-in-Possession Loan Agreement, dated as of December 14, 2020 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “DIP Loan Agreement”), by and among, Unipharma, LLC, a Delaware limited liability company (“Borrower”), Tamarac 10200, LLC, a Florida limited liability company (“Guarantor”) and the Lender. Consistent with the requirements set forth in Section 9.01 of the DIP Loan Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the DIP Loan Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the DIP Loan Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Lender, its successors and permitted assigns, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “Trademark Collateral”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case, to the extent the foregoing items constitute Collateral.

SECTION 3. DIP Loan Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the DIP Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the DIP Loan 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 DIP Loan Agreement, the terms of the DIP Loan Agreement shall govern.


SECTION 4. Termination. In connection with any termination or release pursuant to the DIP Loan Agreement, the Lender hereby acknowledges its obligations thereunder, and agrees, upon the Grantor’s reasonable request, to execute and deliver to the Grantor (without recourse and without representation or warranty) an instrument in writing in recordable form releasing its security interest in the Trademark Collateral under this Agreement.

SECTION 5. Governing Law. This Agreement and any claim, controversy or dispute (whether at law, in equity, in contract, in tort or otherwise) that may be based upon, arise out of or relate to this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the day and year first above written.


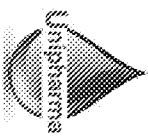
UNIPHARMA, LLC

By: 

Name: Alan Petvo

Title: CEO

SCHEDULE I

Mark	Jurisdiction	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
	USPTO	87906421	03-May-2018	6153737	15-Sep-2020	Unipharma, LLC
	USPTO	87906418	03-May-2018	5927558	3-Dec-2019	Unipharma, LLC
DCARE	USPTO	87536336	20-Jul-2017	5531634	31-Jul-2018	Unipharma, LLC
HIMASAL	USPTO	87305216	18-Jan-2017	5356445	12-Dec-2017	Unipharma, LLC
UNICTRA-K	USPTO	87305219	18-Jan-2017	5460033	01-May-2018	Unipharma, LLC
DR. KIDS	USPTO	87105718	15-Jul-2016	5470297	15-May-2018	Unipharma, LLC
GLUTADOSE	USPTO	88189823	12-Dec-2018	5945760	24-Dec-2019	Unipharma, LLC
MYDRKIDS	USPTO	90144347	28-Aug-2020			Unipharma, LLC