

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628981

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Subsero Health, LLC		03/01/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Collateral Agent		
Street Address:	2 Bethesda Metro Center, Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87889377		
Serial Number:	87889384	SUBSERO HEALTH	
Serial Number:	87889370	SUBSERO HEALTH UNIVERSITY	
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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 N Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	058913-0039		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	/hp/		
DATE SIGNED:	03/01/2021		
Total Attachments: 5			
source=Best Value (Arsenal) - Trademark Security Agreement (Execution Version)_121549729_1_0#page1.tif			

OP \$90.00 87889377

source=Best Value (Arsenal) - Trademark Security Agreement (Execution Version)_121549729_1_0#page2.tif
source=Best Value (Arsenal) - Trademark Security Agreement (Execution Version)_121549729_1_0#page3.tif
source=Best Value (Arsenal) - Trademark Security Agreement (Execution Version)_121549729_1_0#page4.tif
source=Best Value (Arsenal) - Trademark Security Agreement (Execution Version)_121549729_1_0#page5.tif

TRADEMARK SECURITY AGREEMENT, dated as of March 1, 2021 (the “Agreement”), by and among Subsero Health, LLC, a Florida limited liability company (the “Grantor”) and CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (the “Collateral Agent”).

Reference is made to the Guarantee and Collateral Agreement dated as of December 18, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors (as defined therein) and the Collateral Agent. The Lenders have agreed to extend credit to BEST VALUE INTERMEDIATE II, LLC, a Delaware corporation (the “Borrower”), subject to the terms and conditions set forth in the Credit Agreement dated as of December 18, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among the Borrower, Best Value Intermediate I, LLC, the lenders from time to time party thereto and the Collateral Agent. The 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.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States or any other country or any political subdivision thereof (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark applications under applicable federal law), and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, misuse or misappropriation with respect to any of the Trademarks, with the right, but not the obligation to sue for and collect or otherwise recover, such damages; and

(d) all proceeds, income, royalties and other payments now or hereafter due and payable to Grantor with respect to the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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. Upon the payment in full of the Obligations (other than contingent indemnification obligations not then due and payable) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Borrower an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SUBSERO HEALTH, LLC

By: 
Name: Michael Bernstein
Title: President and Treasurer

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SUBSERO HEALTH, LLC


By: _____
Name:
Title:

CAPITAL ONE, NATIONAL ASSOCIATION, as
Collateral Agent

By: *Karen M. Dahlquist*
Name: Karen M. Dahlquist
Title: Duly Authorized Signatory

Schedule I

TRADEMARK/TRADE NAMES OWNED BY GRANTOR

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
	USA	87889377 4/23/2018	5810210 7/23/2019	Registered	Subsero Health, LLC
SUBSERO HEALTH	USA	87889384 4/23/2018	5810211 7/23/2019	Registered	Subsero Health, LLC
SUBSERO HEALTH UNIVERSITY	USA	87889370 4/23/2018	5810209 7/23/2019	Registered	Subsero Health, LLC