

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jason Enterprises, Inc.		04/13/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as administrative agent		
Street Address:	6400 Las Colinas Blvd.		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	5956649	HEALTHY HABITS FOR ALL	
Registration Number:	5770244		
Registration Number:	5751906	LIFELONG TRANSFORMATION ONE HEALTHY HABI	
Registration Number:	5639461	OPTAVIA	
Registration Number:	5628891	HABITS OF HEALTH	
Registration Number:	5623553	PURPOSEFUL HYDRATION	
Registration Number:	5623216	NATIONAL OPTIMAL HEALTH DAY	
Registration Number:	5571649	AGENTS OF TRANSFORMATION	
Registration Number:	5544678	MEDIFAST	
Registration Number:	5509803	OPTIMAL WEIGHT 5 & 2 & 2 PLAN	
Registration Number:	5509783	OPTIMAL WEIGHT 4 & 2 & 1 PLAN	
Registration Number:	5444208	MEDIFAST GO!	
Registration Number:	5238008	OPTAVIA	
Registration Number:	5282044	OPTAVIA	
Registration Number:	4830146	4 & 2 & 1 PLAN	
Registration Number:	4830145	5 & 2 & 2 PLAN	
Registration Number:	3377985	MEDIFAST WEIGHT CONTROL CENTERS	
Registration Number:	1291774	MEDIFAST	
Registration Number:	5247457	MMMMEDIFAST	

CH \$1140.00 5956649

Property Type	Number	Word Mark
Registration Number:	4802356	THE FRONT BURNER FUELED BY MEDIFAST
Registration Number:	4742014	FLAVORS OF HOME
Registration Number:	5083580	SIMPLY WELL
Registration Number:	4963508	MEDIFAST ADVANTAGE
Registration Number:	5147490	MEDIFAST ACHIEVE
Registration Number:	5147395	OPTIMAL WEIGHT 5 & 1 PLAN
Registration Number:	5023803	DUAL FUEL
Registration Number:	4991412	OPTIMAL HEALTH 3 & 3 PLAN
Registration Number:	5069284	YOUR WHOLE WORLD GETS BETTER
Registration Number:	4912124	3-2-1 PLAN
Registration Number:	4912123	MYPLAN TRACKER
Registration Number:	4775527	TAKE SHAPE FOR LIFE
Registration Number:	4775521	
Registration Number:	4886498	THE FRONT BURNER
Registration Number:	4886414	FLAVORS OF HOME
Registration Number:	3688321	5 & 1 PLAN
Registration Number:	2857344	TAKE SHAPE FOR LIFE
Registration Number:	2758121	MEDIFAST DIRECT
Registration Number:	2727686	YOUR PHYSICIAN'S ANSWER TO WEIGHT MANAGE
Registration Number:	2291136	MEDIFAST
Registration Number:	2285299	FASTSHAKE
Registration Number:	2349506	ESSENTIAL 1
Registration Number:	2376599	TAKE SHAPE
Registration Number:	1541009	MEDIFAST
Registration Number:	1610198	YOUR PHYSICIAN'S ANSWER TO WEIGHT CONTRO
Serial Number:	87641455	WE MAKE HEALTHY EATING SECOND NATURE

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: Solomon Leung

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: S. Leung 35899.0628

NAME OF SUBMITTER: Solomon Leung

SIGNATURE:	/Solomon Leung/
DATE SIGNED:	04/13/2021
Total Attachments: 7 source=Medifast - Trademark IPSA - Execution Version_WEIL#page1.tif source=Medifast - Trademark IPSA - Execution Version_WEIL#page2.tif source=Medifast - Trademark IPSA - Execution Version_WEIL#page3.tif source=Medifast - Trademark IPSA - Execution Version_WEIL#page4.tif source=Medifast - Trademark IPSA - Execution Version_WEIL#page5.tif source=Medifast - Trademark IPSA - Execution Version_WEIL#page6.tif source=Medifast - Trademark IPSA - Execution Version_WEIL#page7.tif	

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Notice”), dated as of April 13, 2021, is made by Jason Enterprises, Inc., a Delaware corporation (the “Grantor”), and Citibank, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Secured Parties under and as defined in the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 13, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Medifast, Inc., a Delaware corporation (the “Borrower”), the Grantor, the other Loan Parties party thereto, the financial institutions party thereto as Lenders, and Administrative Agent, Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Security Agreement of even date herewith in favor of the Administrative Agent (the “Security Agreement”) pursuant to which the Grantor is required to execute and deliver this Security Grant;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any intent-to-use trademark application;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted in connection with this Notice is granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Administrative Agent shall not be required to prosecute, defend or enforce the Trademarks of such Grantor.

Section 5. Counterparts. This Notice 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

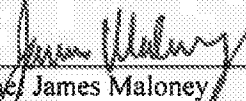
Section 6. Governing Law. This Notice and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

JASON ENTERPRISES, INC.,
as Grantor

By: 
Name: James Maloney
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

CITIBANK, N.A.
as Administrative Agent

By: 

Name: Collene Greenlee
Title: Authorized Signatory

[Signature Page to Trademark Notice of Grant of Security Interest]



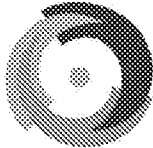



TRADEMARK
REEL: 007253 FRAME: 0985

SCHEDULE I
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

U.S. Trademark Registrations

I. U.S. REGISTERED TRADEMARKS

Mark (Jurisdiction)	Serial No. Registration No.	Date Filed	Date Issued	Owner/Assignee of Record
HEALTHY HABITS FOR ALL	5956649	7/17/18	1/7/20	Jason Enterprises, Inc.
Design Only 	5770244	4/24/17	6/4/19	Jason Enterprises, Inc.
LIFELONG TRANSFORMATION ONE HEALTHY HABIT AT A TIME	5751906	4/24/17	5/14/19	Jason Enterprises, Inc.
OPTAVIA	5639461	12/11/17	12/25/18	Jason Enterprises, Inc.
HABITS OF HEALTH	5628891	8/16/17	12/11/18	Jason Enterprises, Inc.
PURPOSEFUL HYDRATION	5623553	6/25/17	12/4/18	Jason Enterprises, Inc.
NATIONAL OPTIMAL HEALTH DAY	5623216	9/15/16	12/4/18	Jason Enterprises, Inc.
AGENTS OF TRANSFORMATION	5571649	6/25/17	9/25/18	Jason Enterprises, Inc.
MEDIFAST	5544678	1/19/18	8/21/18	Jason Enterprises, Inc.
OPTIMAL WEIGHT 5 & 2 & 2 PLAN	5509803	6/30/17	7/3/18	Jason Enterprises, Inc.
OPTIMAL WEIGHT 4 & 2 & 1 PLAN	5509783	6/25/17	7/3/18	Jason Enterprises, Inc.
MEDIFAST GO! <small>Medifast</small> 	5444208	10/17/16	4/10/18	Jason Enterprises, Inc.
OPTAVIA	5238008	10/22/15	7/4/17	Jason Enterprises, Inc.
OPTAVIA  OPTAVIA	5282044	2/18/16	9/5/17	Jason Enterprises, Inc.
4 & 2 & 1 PLAN	4830146	10/3/14	10/13/15	Jason Enterprises, Inc.
5 & 2 & 2 PLAN	4830145	10/3/14	10/13/15	Jason Enterprises, Inc.
MEDIFAST WEIGHT CONTROL CENTERS	3377985	6/4/07	2/5/08	Jason Enterprises, Inc.
MEDIFAST	1291774	1/3/83	8/28/84	Jason Enterprises, Inc.
MMMMMEDIFAST	5247457	4/28/16	7/18/17	Jason Enterprises, Inc.
THE FRONT BURNER FUELED BY MEDIFAST 	4802356	8/13/14	9/1/15	Jason Enterprises, Inc.

Mark (Jurisdiction)	Serial No. Registration No.	Date Filed	Date Issued	Owner/Assignee of Record
FLAVORS OF HOME 	4742014	4/4/14	5/26/15	Jason Enterprises, Inc.
SIMPLY WELL	5083580	11/3/15	11/15/16	Jason Enterprises, Inc.
MEDIFAST ADVANTAGE	4963508	9/9/15	5/24/16	Jason Enterprises, Inc.
MEDIFAST ACHIEVE	5147490	8/17/15	2/21/17	Jason Enterprises, Inc.
OPTIMAL WEIGHT 5 & 1 PLAN	5147395	6/29/15	2/21/17	Jason Enterprises, Inc.
DUAL FUEL	5023803	6/15/15	8/16/16	Jason Enterprises, Inc.
OPTIMAL HEALTH 3 & 3 PLAN	4991412	5/27/15	7/5/16	Jason Enterprises, Inc.
YOUR WHOLE WORLD GETS BETTER	5069284	12/19/14	10/25/16	Jason Enterprises, Inc.
3-2-1 PLAN	4912124	12/16/14	3/8/16	Jason Enterprises, Inc.
MYPLAN TRACKER	4912123	12/16/14	3/8/16	Jason Enterprises, Inc.
TAKE SHAPE FOR LIFE 	4775527	6/27/14	7/21/15	Jason Enterprises, Inc.
Design Only 	4775521	6/25/14	7/21/15	Jason Enterprises, Inc.
THE FRONT BURNER	4886498	4/29/14	1/12/16	Jason Enterprises, Inc.
FLAVORS OF HOME	4886414	3/7/14	1/12/16	Jason Enterprises, Inc.
5 & 1 PLAN	3688321	8/25/08	9/29/09	Jason Enterprises, Inc.
TAKE SHAPE FOR LIFE	2857344	10/21/02	6/29/04	Jason Enterprises, Inc.
MEDIFAST DIRECT	2758121	1/7/02	9/2/03	Jason Enterprises, Inc.
YOUR PHYSICIAN'S ANSWER TO WEIGHT MANAGEMENT	2727686	10/20/00	6/17/03	Jason Enterprises, Inc.
MEDIFAST 	2291136	9/2/98	11/9/99	Jason Enterprises, Inc.
FASTSHAKE 	2285299	9/2/98	10/12/99	Jason Enterprises, Inc.
ESSENTIAL 1 	2349506	9/2/98	5/16/00	Jason Enterprises, Inc.
TAKE SHAPE	2376599	7/28/98	8/15/00	Jason Enterprises, Inc.
MEDIFAST	1541009	7/13/88	5/23/89	Jason Enterprises, Inc.
YOUR PHYSICIAN'S ANSWER TO WEIGHT CONTROL	1610198	6/7/89	8/14/90	Jason Enterprises, Inc.

Mark (Jurisdiction)	Serial No. Registration No.	Date Filed	Date Issued	Owner/Assignee of Record
WE MAKE HEALTHY EATING SECOND NATURE	87641455	10/11/17	3/30/21	Jason Enterprises, Inc