

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Women's International Pharmacy, Inc.		05/07/2021	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Capital Dynamics US, Inc.		
Street Address:	10 East 53rd Street		
Internal Address:	17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1876958		
Registration Number:	3222308	WOMEN'S HEALTH CONNECTION	
Registration Number:	2077655		
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>			
Email:	jacoblimaldi@paulhastings.com		
Correspondent Name:	Jacob Limaldi		
Address Line 1:	200 Park Avenue		
Address Line 2:	Floor 26		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	96493-00003		
NAME OF SUBMITTER:	Jacob Limaldi		
SIGNATURE:	/s/ Jacob Limaldi		
DATE SIGNED:	05/10/2021		
Total Attachments: 5			
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**SHORT FORM INTELLECTUAL PROPERTY
SECURITY INTEREST IN TRADEMARKS AGREEMENT**

This SHORT FORM INTELLECTUAL PROPERTY SECURITY INTEREST IN TRADEMARKS AGREEMENT (as may be amended, supplemented, extended, restated or otherwise modified, the “**Short Form IP Security Agreement**”) dated May 7, 2021, is made by the party identified as “Grantor” on the signature pages hereto (the “**Grantor**”) in favor of **CAPITAL DYNAMICS US, INC.**, having an address at 10 East 53rd Street, 17th Floor, New York, NY 10022, as administrative agent and collateral agent (in such capacities, the “**Administrative Agent**”).

W I T N E S S E T H

WHEREAS, as of the date hereof the Grantor joined as a “Guarantor” under that certain Second Lien Security and Pledge Agreement dated as of March 22, 2019 (as may be amended, supplemented, extended, restated or otherwise modified, the “**Security and Pledge Agreement**”) among the Grantor, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Security and Pledge Agreement, the Grantor, among others, has pledged and granted to the Administrative Agent a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the United States Patent and Trademark Office;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Short Form IP Security Agreement;

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

SECTION 1. Grant of Security. The Grantor hereby pledges, and grants to the Administrative Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, a security interest in and Lien on all of the Grantor’s right, title and interest to and under, in each case, whether now owned or existing, or hereafter acquired or arising in the following (the “**Collateral**”):

- (a) the United States registered Trademarks, Trademarks for which United States applications are pending and exclusive Trademark Licenses, including as set forth in Schedule A hereto, and all goodwill associated therewith or symbolized thereby;
- (b) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing; and
- (c) all Proceeds of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Short Form IP Security Agreement secures the payment of all Obligations now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Short Form IP Security Agreement secures the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Loan Parties to Administrative Agent under the Loan Documents but for the fact that such secured Obligations are unenforceable or not

allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Loan Party.

SECTION 3. Recordation. This Short Form IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Short Form IP Security Agreement.

SECTION 4. Execution in Counterparts. This Short Form IP Security Agreement may be executed in any number of 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 original.

SECTION 5. Grants, Rights and Remedies. This Short Form IP Security Agreement has been entered into in conjunction with the provisions of the Security and Pledge Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Administrative Agent with respect to the Collateral, are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that such grant of security interest herein is in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security and Pledge Agreement. In the event of any conflict between the terms of this Short Form IP Security Agreement and the terms of the Security and Pledge Agreement, the terms of the Security and Pledge Agreement shall govern. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent pursuant to this Short Form IP Security Agreement, and the exercise of any right or remedy of the Administrative Agent hereunder, in each case, with respect to the Collateral are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any inconsistency between the terms and conditions of the Intercreditor Agreement and the terms and conditions of this Short Form IP Security Agreement, the terms and conditions of the Intercreditor Agreement shall control.

SECTION 6. Governing Law. The terms of the Credit Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial (and where applicable, judicial reference) are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

SECTION 7. Severability. If any provision of this Short Form IP Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

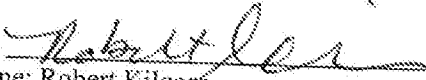
SECTION 8. Definitions. Capitalized terms used in this Short Form IP Security Agreement and not otherwise defined herein have the meanings specified in the Security and Pledge Agreement.

[The remainder of this page is left blank intentionally.]

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

GRANTOR:

WOMEN'S INTERNATIONAL PHARMACY, INC.,
a Wisconsin corporation

By: 
Name: Robert Kilgore
Title: Chief Financial Officer and Vice President

**ACKNOWLEDGED BY
ADMINISTRATIVE AGENT:**

CAPITAL DYNAMICS US, INC.

By:  _____
Name: Jens Ernberg
Title: Managing Director

By:  _____
Name: Thomas S. Hall
Title: Managing Director

SCHEDULE A

TRADEMARKS

Licensee	Licensor	Trademark	Filing Date	Status	Reg. No.
Women's International Pharmacy, Inc.	N/A	Women's Health Connection Logo Mark	3/11/93	Registered on 1/31/95	1876958
Women's International Pharmacy, Inc.	N/A	Women's Health Connection Word Mark	4/14/06	Registered on 3/27/07	3222308
Women's International Pharmacy, Inc.	N/A	Women's International Pharmacy Logo Mark	8/30/96	Registered on 7/8/97	2077655