

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM650361

|  |                                     |                                   |                       |
|--|-------------------------------------|-----------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>                  | NEW ASSIGNMENT                      |                                   |                       |
| <b>NATURE OF CONVEYANCE:</b>             | SECURITY INTEREST                   |                                   |                       |
| <b>CONVEYING PARTY DATA</b>              |                                     |                                   |                       |
| <b>Name</b>                              | <b>Formerly</b>                     | <b>Execution Date</b>             | <b>Entity Type</b>    |
| FIRSTSTREET FOR BOOMERS AND BEYOND, INC. |                                     | 05/28/2021                        | Corporation: VIRGINIA |
| <b>RECEIVING PARTY DATA</b>              |                                     |                                   |                       |
| <b>Name:</b>                             | WHITE OAK HEALTHCARE FINANCE, LLC   |                                   |                       |
| <b>Street Address:</b>                   | 1155 6th Ave, 15th Floor            |                                   |                       |
| <b>City:</b>                             | New York                            |                                   |                       |
| <b>State/Country:</b>                    | NEW YORK                            |                                   |                       |
| <b>Postal Code:</b>                      | 10036                               |                                   |                       |
| <b>Entity Type:</b>                      | Limited Liability Company: DELAWARE |                                   |                       |
| <b>PROPERTY NUMBERS Total: 35</b>        |                                     |                                   |                       |
| <b>Property Type</b>                     | <b>Number</b>                       | <b>Word Mark</b>                  |                       |
| <b>Registration Number:</b>              | 6302161                             | DURALUX                           |                       |
| <b>Registration Number:</b>              | 6005385                             | NIGHTLIGHTER                      |                       |
| <b>Registration Number:</b>              | 6044416                             | PERFECT WALKER                    |                       |
| <b>Registration Number:</b>              | 6011300                             | DURALUX                           |                       |
| <b>Registration Number:</b>              | 5979963                             | 5 WHEEL ANTI-TIP TECHNOLOGY       |                       |
| <b>Registration Number:</b>              | 5973351                             | PERFECT SLEEP CHAIR               |                       |
| <b>Registration Number:</b>              | 5723952                             | DESIGNED FOR SENIORS              |                       |
| <b>Registration Number:</b>              | 5676766                             | AUTOLOAD SCOOTER                  |                       |
| <b>Registration Number:</b>              | 5462659                             | JUST MY HEIGHT                    |                       |
| <b>Registration Number:</b>              | 4878818                             | EASY CLIMBER                      |                       |
| <b>Registration Number:</b>              | 4993426                             | BALANCED SPECTRUM                 |                       |
| <b>Registration Number:</b>              | 5107627                             | WOW! COMPUTER                     |                       |
| <b>Registration Number:</b>              | 4561648                             | PERFECT SLEEP CHAIR               |                       |
| <b>Registration Number:</b>              | 4813679                             | TV BUDS                           |                       |
| <b>Registration Number:</b>              | 4388811                             | PERFECT CHOICE HD                 |                       |
| <b>Registration Number:</b>              | 4292952                             | NIGHT PROOFS                      |                       |
| <b>Registration Number:</b>              | 5049960                             | HOMEAGE                           |                       |
| <b>Registration Number:</b>              | 4956094                             | AIHR AGING IN THE HOME REMODELERS |                       |

OP \$890.00 6302161

TRADEMARK

| Property Type        | Number   | Word Mark                    |
|----------------------|----------|------------------------------|
| Registration Number: | 4851498  | AGING IN THE HOME REMODELERS |
| Registration Number: | 4672046  | CARELOGUE                    |
| Registration Number: | 3383086  | PERFECT READER               |
| Registration Number: | 3059070  | MIRACLE PHONE                |
| Registration Number: | 3045069  | SEE IT HERE FIRST            |
| Registration Number: | 3037718  | FIRSTSTREET                  |
| Registration Number: | 2811958  | BALANCED SPECTRUM            |
| Registration Number: | 3567390  | AGING IN THE HOME            |
| Registration Number: | 3614183  | DESIGNED FOR SENIORS         |
| Registration Number: | 3624381  | EASY CLIMBER                 |
| Registration Number: | 3693165  | AGING IN YOUR HOME           |
| Registration Number: | 3417070  | FOR BOOMERS AND BEYOND       |
| Registration Number: | 3530531  | LP SAVER                     |
| Registration Number: | 2863035  | TECHNOBRANDS                 |
| Registration Number: | 2465441  | TECHNOSCOUT                  |
| Serial Number:       | 88865466 | UPBED                        |
| Serial Number:       | 87115971 | PERFECT CHOICE HD ULTRA      |

**CORRESPONDENCE DATA**

**Fax Number:** 7045032622

*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:** 7045032600

**Email:** msheehan@kslaw.com

**Correspondent Name:** King & Spalding LLP

**Address Line 1:** 300 S. Tryon St., Ste 1700

**Address Line 2:** Attn: Moira Sheehan

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

|                                |                 |
|--------------------------------|-----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 24647.615014    |
| <b>NAME OF SUBMITTER:</b>      | Moira Sheehan   |
| <b>SIGNATURE:</b>              | /Moira Sheehan/ |
| <b>DATE SIGNED:</b>            | 05/28/2021      |

**Total Attachments: 12**

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THIS TRADEMARK SECURITY AGREEMENT, dated as of May 28, 2021 (this "Trademark Security Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of White Oak Healthcare Finance, LLC a Delaware limited liability company ("WOHCF"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lender Parties (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, FIRSTSTREET FOR BOOMERS AND BEYOND, INC., a Virginia corporation, as the Borrower Representative, JOURNEY HEALTH & LIFESTYLE BRANDS INC., a Delaware corporation ("Parent"), JOURNEY HEALTH & LIFESTYLE MIDCO INC., a Delaware corporation, certain other Subsidiaries of Parent, Midco and the Borrowers that are listed as Borrowers and Guarantors thereunder, certain Lenders party thereto and White Oak Healthcare Finance, LLC, as Administrative Agent for such Lenders have entered into a Loan and Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Loan Agreement"); and

WHEREAS, pursuant to Section 3.01 of the Loan Agreement the Grantors have granted to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office, and other governmental authorities.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lender Parties, and grants to Agent for the benefit of the Lender Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

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

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, notwithstanding anything herein to the contrary, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Recordation. Each Grantor authorizes and requests that the commissioner for Trademarks record this Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Trademark Security Agreement may be delivered by facsimile transmission, by electronic mail, or by other electronic transmission, in portable document format (.pdf), or other electronic or facsimile format, and each such executed facsimile, .pdf, or other electronic record shall be considered an original executed counterpart for purposes of this Trademark Security Agreement. Each party to this Trademark Security Agreement (a) agrees that it will be bound by its own Electronic Signature (as such term is defined immediately below), (b) accepts the Electronic Signature of each other party to this Trademark Security Agreement, and (c) agrees that such Electronic Signatures shall be the legal equivalent of manual signatures. The term “Electronic Signature” means (i) the signing party’s manual signature on a signature page, converted by the signing party (or its agent) to facsimile or digital form (such as a .pdf file) and received from the customary email address or customary facsimile number of the signing party (or its counsel or representative), or other mutually agreed-upon authenticated source; or (ii) the signing party’s digital signature executed using a mutually agreed-upon digital signature service provider and digital signature process. The words “execution,” “executed,” “signed,” “signature,” and words of like import in this Section 6 shall, for the avoidance of doubt, be deemed to include Electronic Signatures and the use and keeping of records in electronic form, each of which shall have the same legal effect, validity and enforceability as manually executed signatures and the use of paper records and paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, state laws based on the Uniform Electronic

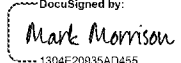
Transactions Act, the New York State Electronic Signatures and Records Act, or any other similar state law.

Section 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW 5-1401 AND 5-1402.

[SIGNATURE PAGES FOLLOW]

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

FIRSTSTREET FOR BOOMERS AND BEYOND, INC.  
as Grantor

By:  \_\_\_\_\_  
DocuSigned by:  
1304E20935AD455...  
Name: Mark Morrison  
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

WHITE OAK HEALTHCARE FINANCE, LLC  
as Agent

By: Jason Dufour  
Name: Jason Dufour  
Title: Managing Director

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| <i>TRADEMARK</i>  | <i>OWNER</i>                                   | <i>SERIAL NO. /<br/>FILING DATE</i> | <i>REGISTRATION<br/>NO.</i> | <i>REGISTRATION<br/>DATE</i> |
|-------------------|--|-------------------------------------|-----------------------------|------------------------------|
| 5 WHEEL STABILITY | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 90675123<br>04/27/2021              | N/A                         | N/A                          |
| SCOOTLE           | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 90097858<br>08/06/2020              | N/A                         | N/A                          |
| CURBMASTER        | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 90080081<br>07/29/2020              | N/A                         | N/A                          |
| HANDI LIFTER      | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 90390287<br>12/17/2020              | N/A                         | N/A                          |
| SWIVEL BED        | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 90548445<br>02/26/2021              | N/A                         | N/A                          |
| SWIVEL BED        | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 90548444<br>02/26/2021              | N/A                         | N/A                          |

|                         |  |                        |         |            |
|-------------------------|--|------------------------|---------|------------|
| REHABCYCLE              | firstSTREET for Boomers and Beyond, Inc. | 90548439<br>02/26/2021 | N/A     | N/A        |
| REHABCYCLE              | firstSTREET for Boomers and Beyond, Inc. | 90548438<br>02/26/2021 | N/A     | N/A        |
| STAND ASSIST            | firstSTREET for Boomers and Beyond, Inc. | 90546246<br>02/25/2021 | N/A     | N/A        |
| 5 WHEEL MANEUVERABILITY | firstSTREET for Boomers and Beyond, Inc. | 90363078<br>12/07/2020 | N/A     | N/A        |
| MICROLUX                | firstSTREET for Boomers and Beyond, Inc. | 90043912<br>07/09/2020 | N/A     | N/A        |
| UPBED                   | firstSTREET for Boomers and Beyond, Inc. | 88865466<br>04/09/2020 | N/A     | N/A        |
| 5 WHEEL STABILITY       | firstSTREET for Boomers and Beyond, Inc. | 88790852<br>02/10/2020 | N/A     | N/A        |
| DURALUX                 | firstSTREET for Boomers and Beyond, Inc. | 88594019<br>08/27/2019 | 6302161 | 03/23/2021 |

|                |  |                        |         |            |
|----------------|--|------------------------|---------|------------|
| ZINGER         | firstSTREET for Boomers and Beyond, Inc. | 88491451<br>06/27/2019 | N/A     | N/A        |
| ZINGER         | firstSTREET for Boomers and Beyond, Inc. | 88491438<br>06/27/2019 | N/A     | N/A        |
| ZINGER         | firstSTREET for Boomers and Beyond, Inc. | 88491447<br>06/27/2019 | N/A     | N/A        |
| ZOOMER         | firstSTREET for Boomers and Beyond, Inc. | 88326613<br>03/05/2019 | N/A     | N/A        |
| MYWOW COMPUTER | firstSTREET for Boomers and Beyond, Inc. | 88718619<br>12/06/2019 | N/A     | N/A        |
| NIGHTLIGHTER   | firstSTREET for Boomers and Beyond, Inc. | 88326624<br>03/05/2019 | 6005385 | 03/10/2020 |
| PERFECT WALKER | firstSTREET for Boomers and Beyond, Inc. | 88792398<br>02/11/2020 | 6044416 | 04/28/2020 |
| DURALUX        | firstSTREET for Boomers and Beyond, Inc. | 88326621<br>03/05/2019 | 6011300 | 03/17/2020 |

|                             |  |                        |         |            |
|-----------------------------|--|------------------------|---------|------------|
| 5 WHEEL ANTI-TIP TECHNOLOGY | firstSTREET for Boomers and Beyond, Inc. | 88326628<br>03/05/2019 | 5979963 | 02/04/2020 |
| PERFECT SLEEP CHAIR         | firstSTREET for Boomers and Beyond, Inc. | 88580711<br>08/15/2019 | 5973351 | 01/28/2020 |
| PERFECT CHOICE HD ULTRA     | firstSTREET for Boomers and Beyond, Inc. | 87115971<br>07/26/2016 | N/A     | N/A        |
| DESIGNED FOR SENIORS        | firstSTREET for Boomers and Beyond, Inc. | 87550781<br>08/01/2017 | 5723952 | 04/09/2019 |
| AUTOLOAD SCOOTER            | firstSTREET for Boomers and Beyond, Inc. | 87215195<br>10/25/2016 | 5676766 | 02/12/2019 |
| JUST MY HEIGHT              | firstSTREET for Boomers and Beyond, Inc. | 87550812<br>08/01/2017 | 5462659 | 05/08/2018 |
| EASY CLIMBER                | firstSTREET for Boomers and Beyond, Inc. | 86977820<br>05/02/2014 | 4878818 | 12/29/2015 |
| BALANCED SPECTRUM           | firstSTREET for Boomers and Beyond, Inc. | 86839272<br>12/04/2015 | 4993426 | 04/05/2016 |

|                                      |  |                        |         |            |
|--------------------------------------|--|------------------------|---------|------------|
| WOW! COMPUTER                        | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 86794332<br>10/21/2015 | 5107627 | 12/27/2016 |
| PERFECT SLEEP<br>CHAIR               | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 86132324<br>12/02/2013 | 4561648 | 07/01/2014 |
| TV BUDS                              | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 86165335<br>01/14/2014 | 4813679 | 09/15/2015 |
| PERFECT CHOICE<br>HD                 | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 85476795<br>11/18/2011 | 4388811 | 08/20/2013 |
| NIGHT PROOFS                         | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 85323747<br>05/18/2011 | 4292952 | 02/19/2013 |
| HOMEAGE                              | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 85610044<br>04/27/2012 | 5049960 | 09/27/2016 |
| AIHR AGING IN THE<br>HOME REMODELERS | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 85496223<br>12/15/2011 | 4956094 | 05/10/2016 |
| AGING IN THE HOME<br>REMODELERS      | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 85407224<br>08/25/2011 | 4851498 | 11/10/2015 |

|                         |  |                        |         |            |
|-------------------------|--|------------------------|---------|------------|
| CARELOGUE               | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 85323761<br>05/18/2011 | 4672046 | 01/13/2015 |
| PERFECT READER          | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 78802134<br>01/30/2006 | 3383086 | 02/12/2008 |
| MIRACLE PHONE           | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 78578157<br>03/02/2005 | 3059070 | 02/14/2006 |
| SEE IT HERE FIRST       | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 78441024<br>06/24/2004 | 3045069 | 01/17/2006 |
| FIRSTSTREET             | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 78436139<br>06/16/2004 | 3037718 | 01/03/2006 |
| BALANCED<br>SPECTRUM    | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 78231997<br>03/31/2003 | 2811958 | 02/03/2004 |
| AGING IN THE HOME       | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 77502646<br>06/19/2008 | 3567390 | 01/27/2009 |
| DESIGNED FOR<br>SENIORS | firstSTREET for<br>Boomers and<br>Beyond, Inc. | 77642166<br>12/31/2008 | 3614183 | 04/28/2009 |

|                        |  |                        |         |            |
|------------------------|--|------------------------|---------|------------|
| EASY CLIMBER           | firstSTREET for Boomers and Beyond, Inc. | 77462811<br>05/01/2008 | 3624381 | 05/19/2009 |
| AGING IN YOUR HOME     | firstSTREET for Boomers and Beyond, Inc. | 77231829<br>07/17/2007 | 3693165 | 10/06/2009 |
| FOR BOOMERS AND BEYOND | firstSTREET for Boomers and Beyond, Inc. | 77137449<br>03/22/2007 | 3417070 | 04/29/2008 |
| LP SAVER               | firstSTREET for Boomers and Beyond, Inc. | 77437171<br>04/01/2008 | 3530531 | 11/11/2008 |
| TECHNOBRANDS           | firstSTREET for Boomers and Beyond, Inc. | 75939414<br>03/09/2000 | 2863035 | 07/13/2004 |
| TECHNOSCOUT            | firstSTREET for Boomers and Beyond, Inc. | 75941994<br>03/11/2000 | 2465441 | 07/03/2001 |