

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT [FIRST LIEN]		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GASTRO HEALTH, LLC		07/01/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., as Collateral Agent		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4525696	GASTRO HEALTH GH	
Registration Number:	5543448	GASTRO HEALTH	
Registration Number:	5428573	GASTRO HEALTH	
Registration Number:	5928622	GASTRO HEALTH	
Registration Number:	6059761	GASTRO HEALTH	
Registration Number:	6030440	GASTRO HEALTH	
Registration Number:	6059760	GASTRO HEALTH	
Registration Number:	6030441	GASTRO HEALTH	
Registration Number:	6030438	GASTRO HEALTH	
Registration Number:	6030439	GASTRO HEALTH	
Registration Number:	6043560	GASTRO HEALTH	
Registration Number:	5916697		
Registration Number:	5986058		
Registration Number:	5968994		
Registration Number:	6020171		
CORRESPONDENCE DATA			
Fax Number:			

CH \$390.00 4525696

TRADEMARK

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: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: ALANA GRAMER
Address Line 1: 200 PARK AVENUE
Address Line 2: PAUL HASTINGS LLP
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
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SIGNATURE:	/s/ AG
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DATE SIGNED:	07/01/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2021, made by GASTRO HEALTH, LLC, a Florida limited liability company (the "Grantor"), in favor of BMO HARRIS BANK N.A., as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the First Lien Credit Agreement, dated as of July 1, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among OMERS Relief Acquisition, LLC, as Borrower, OMERS Relief Intermediate Holdings, LLC, as Holdings, each Lender from time to time party thereto, BMO Harris Bank N.A., as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a First Lien Security Agreement, dated as of July 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, 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.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and thereafter shall be binding upon the Grantor and its permitted successors and assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

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

SECTION 7. Termination. This Trademark Security Agreement is subject to the release provisions of Section 7.13 of the Security Agreement.

[signature page follows]

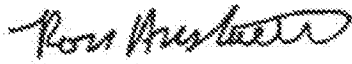
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GASTRO HEALTH, LLC,
as Grantor

By: 
Name: Lawrence Freni
Title: Chief Financial Officer

Agreed and Accepted:

BMO HARRIS BANK N.A.,
as Collateral Agent

By: 
Name: Ross Anstaett
Title: Vice President


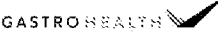
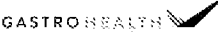

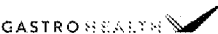
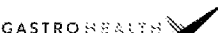






SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications

None.

Registrations

Loan Party – Owner	Trademark	Registration Number	Registration Date
Gastro Health, LLC		4525696	May 6, 2014
Gastro Health, LLC	Gastro Health®	5543448	August 21, 2018
Gastro Health, LLC	GASTRO HEALTH	5428573	March 20, 2018
Gastro Health, LLC		5928622	December 3, 2019
Gastro Health, LLC		6059761	May 19, 2020
Gastro Health, LLC		6030440	April 7, 2020
Gastro Health, LLC		6059760	May 19, 2020
Gastro Health, LLC		6030441	April 7, 2020
Gastro Health, LLC		6030438	April 7, 2020
Gastro Health, LLC		6030439	April 7, 2020
Gastro Health, LLC		6043560	April 28, 2020
Gastro Health, LLC		5916697	November 19, 2019
Gastro Health, LLC		5986058	February 11, 2020
Gastro Health, LLC		5968994	January 1, 2020

Gastro Health, LLC		6020171	March 24, 2020
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