

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NS412, LLC		07/12/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Administrative Agent		
Street Address:	c/o Churchill Asset Management LLC, 430 Park Avenue, 7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90592492	EXPECT IT	
Serial Number:	88744893	WONDR HEALTH	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	07/12/2021		
Total Attachments: 5			
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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the “Supplement”) made as of this 12th day of July, 2021 by **NS412, LLC**, a Texas limited liability company (“Grantor”), in favor of **CHURCHILL AGENCY SERVICES LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement referenced below) (together with its successors and assigns, “Grantee”):

WITNESSETH:

WHEREAS, Grantee, NS Group Holding Company, LLC, a Delaware limited liability company, and NS412, LLC, a Texas limited liability company (as successor by merger to NS Group Acquisition Company, LLC, a Delaware limited liability company), are parties to that certain First Lien Credit and Guaranty Agreement, dated as of May 6, 2019 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, Grantor and Grantee are parties to that certain Trademark Security Agreement dated as of May 6, 2019 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “Trademark Agreement”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement); and

WHEREAS, pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any Trademarks issued or applied for with the USPTO or Trademark Licenses since the date of the Trademark Agreement or any prior supplement thereto (such Trademarks referred to herein as the “New Trademarks”), Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of this Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof (in each case, other than Excluded Collateral (as defined in the Security and Pledge Agreement)), which such Supplement may be and is intended by the parties to be filed with the USPTO.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement (excluding all Excluded Collateral (as defined in the Security and Pledge Agreement)), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including

without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and all damages and remedies related to any such claim, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Assignment. The Trademark Agreement as amended and supplemented by this Supplement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Credit Agreement), but neither the Trademark Agreement as amended and supplemented by this Supplement nor any of the rights or interests thereunder shall be assigned by the Grantor (including its successors and permitted assigns) without the prior written consent of the Grantee (which shall be provided only in accordance with the applicable provisions of the Credit Agreement), and any attempted assignment without such consent shall be null and void.

5. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), AND 12.15 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security and Pledge Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

6. Financing Document. The Trademark Agreement, as supplemented by this Supplement, constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signatures on Following Page]

(Signature Page to Supplement to Trademark Security Agreement)

IN WITNESS WHEREOF, the undersigned has duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR: NS412, LLC, a Texas limited liability company

By: 

Name: Steven C. Burns

Title: Vice President and Secretary

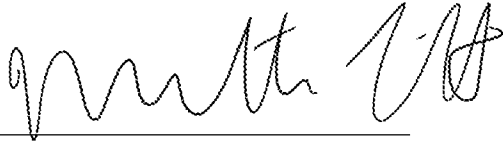
(Signature Page to Supplement to Trademark Security Agreement)

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

**CHURCHILL AGENCY SERVICES
LLC, as Administrative Agent**

By: 

Name: Mathew Linett

Title: Senior Managing Director

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED MAY 6, 2019**

Trademark Applications

Mark	Appl. No.	Filing Date
EXPECT IT	90592492	03/21/2021
WONDR HEALTH	88744893	01/02/2020