

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGOURA HEALTH PRODUCTS, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
ALTERN MARKETING, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
BEVERLY HILLS MD, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
BEVERLY HILLS STYLE SCIENCES, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
CALI PET NUTRIENTS, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
CALIFORNIA PET PARTNERS, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
CALIFORNIA SKIN PRODUCTS, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
CITY BEAUTY, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
DSMB PARTNERS, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
HD WELLNESS, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
ICARIA BEAUTY, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
LIVING CELL RESEARCH, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
ONE TWO COSMETICS, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
PACIFIC HEALTH SUPPLEMENTS, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
PRINCETON NUTRIENTS, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
PROBIOTIC AMERICA, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
REJUVENATING HAIR SCIENCES, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
THGH PARTNERS, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
WHOLE BODY RESEARCH, LLC		02/08/2021	Limited Liability Company: CALIFORNIA
TRADEMARK			

OP \$315.00 6223805

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	6223805	REINVENTING YOUTH
Registration Number:	2087771	PIX
Registration Number:	2087772	TRAK
Registration Number:	6166851	VITAL REDS
Registration Number:	6173479	GUNDRY MD VITAL REDS
Registration Number:	6189079	ACTIVE-PK
Registration Number:	6193862	LCR HEALTH
Serial Number:	90239533	THE MD APPROACH TO AGING BEAUTIFULLY
Serial Number:	90387176	BETTER LIFE BITES
Serial Number:	88960137	GUNDRY MD PREBIOTHRIVE
Serial Number:	88960157	LECTIN SHIELD
Serial Number:	90056737	IKARIA BEAUTY

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (074658-19066)

Address Line 1: One Logan Square

Address Line 2: 8th floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-19066
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	07/15/2021

Total Attachments: 7

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IP SECURITY AGREEMENT SUPPLEMENT

This IP Security Agreement Supplement, dated as of February 8, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement Supplement"), is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and PNC Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, ALTERN MARKETING, LLC, a California limited liability company ("Borrower"), has entered into that certain Revolving Credit, Term Loan and Security Agreement, dated as of October 7, 2019 (as may be amended, modified, supplemented, renewed, restated or replaced from time to time, the "Credit Agreement"), by and among the Borrower, each other guarantor from time to time party thereto (collectively, the "Guarantors" and, together with the Borrower, collectively the "Loan Parties" and each a "Loan Party"), the financial institutions party thereto as lenders from time to time (collectively, the "Lenders" and each a "Lender"), the Administrative Agent and PNC Capital Markets LLC, as Sole Lead Arranger and Sole Bookrunner. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

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

Section 1. Grant of Security. Each Grantor hereby pledges to the Administrative Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Administrative Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to the following, wherever located, whether now owned or hereafter acquired by the undersigned (the "**Collateral**");

- (i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the "**Patent Collateral**");
- (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "**Trademark Collateral**");

(iii) all Copyrights, whether registered or unregistered, and exclusive licenses to Copyrights, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyright Collateral");

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi) or elsewhere in the Loan Documents, the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit Agreement (as such Credit Agreement may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), 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.

Section 3. Recordation. Each Grantor authorizes and requests that each of the Register of Copyrights of the United States Copyright Office, the Commissioner for Patents of the United States Patent and Trademark Office (the "PTO") and the Commissioner for Trademarks of the PTO, or the equivalent official in an applicable jurisdiction outside the United States, record this IP Security Agreement Supplement.

Section 4. Execution in Counterparts. This IP Security Agreement Supplement 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 agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Credit Agreement. Each 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 Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) Any judicial proceeding brought by any Grantor with respect to this IP Security Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this IP Security Agreement, each Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this IP Security Agreement.

(c) Any judicial proceeding brought by any party hereto against any Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this IP Security Agreement or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York.

(d) Each party hereto irrevocably consents to service of process in the manner provided for in Section 16.1 of the Credit Agreement. Nothing in this IP Security Agreement will affect the right of any Agent or Lender to serve process in any other manner permitted by Applicable Law or shall limit the right of any Agent or Lender to bring proceedings against any Grantor in the courts of any other jurisdiction.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, COUNTERCLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS IP SECURITY AGREEMENT SUPPLEMENT, ANY OTHER DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT SUPPLEMENT, ANY OTHER DOCUMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM,

COUNTERCLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signatures to Follow on Separate Page]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

COMPANIES:

AGOURA HEALTH PRODUCTS, LLC
ALTERN MARKETING, LLC
BEVERLY HILLS MD, LLC
BEVERLY HILLS STYLE SCIENCES, LLC
CALI PET NUTRIENTS, LLC
CALIFORNIA PET PARTNERS, LLC
CALIFORNIA SKIN PRODUCTS, LLC
CITY BEAUTY, LLC
DSMB PARTNERS, LLC
HD WELLNESS, LLC
ICARIA BEAUTY, LLC
LIVING CELL RESEARCH, LLC
ONE TWO COSMETICS, LLC
PACIFIC HEALTH SUPPLEMENTS, LLC
PRINCETON NUTRIENTS, LLC
PROBIOTIC AMERICA, LLC
REJUVENATING HAIR SCIENCES, LLC
THGH PARTNERS, LLC
WHOLE BODY RESEARCH, LLC

By: _____

Name: Seth Halio

Title: Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent

By: _____

Name:

Title:

SCHEDULE A – PATENTS

The only changes to the previous IP Security Agreement Supplement are as follows:

REGISTERED PATENTS AND DESIGN PATENTS

<u>Patents</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No.</u>
False Eyelash	One Two Cosmetics, LLC	10/06/20	Issued	D898297

SCHEDULE B – TRADEMARKS

The only changes to the previous IP Security Agreement Supplement are as follows:

TRADEMARK REGISTRATIONS

<u>Trademarks</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Status</u>	<u>Registration No.</u>
Reinventing Youth	City Beauty, LLC	12/15/20	Registered	6223805
Gundry MD	Agoura Health Products, LLC	10/23/20	Registered	2087771
Gundry MD	Agoura Health Products, LLC	10/23/20	Registered	2087772
Vital Reds	Agoura Health Products, LLC	10/06/20	Registered	6166851
Gundry MD Vital Reds	Agoura Health Products, LLC	10/13/20	Registered	6173479
ACTIVE-PK	Living Cell Research, LLC	11/03/20	Registered	6189079
LCR Health	Living Cell Research, LLC	11/10/20	Registered	6193862

TRADEMARK APPLICATIONS

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Serial No.</u>
The MD Approach to Aging Beautifully	Beverly Hills MD, LLC	10/07/20	Applied	90239533
BETTER LIFE BITES	California Pet Partners, LLC	12/16/20	Applied	90387176
Gundry MD	Agoura Health Products, LLC	10/20/20	Published	88960137
Lectin Shield	Agoura Health Products, LLC	11/03/20	Published	88960157
Icaria Beauty	Icaria Beauty, LLC	11/04/20	Notice of Acceptance	90056737

SCHEDULE C - COPYRIGHTS

No changes to previous IP Security Agreement Supplement.