

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681110

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|---|-------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT (SECOND LIEN) | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MDVIP, LLC | | 10/14/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JEFFERIES FINANCE LLC | | |
| Street Address: | 520 MADISON AVENUE | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: NEW YORK | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5994724 | MDVIP | |
| Registration Number: | 5994725 | MDVIP | |
| Registration Number: | 2999462 | MDVIP | |
| Registration Number: | 2999461 | MDVIP | |
| Registration Number: | 4571446 | MDVIP FOUNDATION | |
| Registration Number: | 5933798 | GET FIT WITH YOUR DOC | |
| Serial Number: | 90067536 | ACE INFORMATICS | |
| 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> | | | |
| Phone: | 2023704750 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Joanna McCall | | |
| Address Line 1: | 1025 Connecticut Ave NW, Suite 712 | | |
| Address Line 2: | Cogency Global Inc. | | |
| Address Line 4: | Washington, D.C. 20036 | | |
| ATTORNEY DOCKET NUMBER: | 1499230 2L | | |

OP \$190.00 5994724

| | |
|---|-----------------|
| NAME OF SUBMITTER: | Sharif Hamidi |
| SIGNATURE: | /Sharif Hamidi/ |
| DATE SIGNED: | 10/14/2021 |
| Total Attachments: 5 source=Project Mamba IPSA- 2L Trademarks#page2.tif source=Project Mamba IPSA- 2L Trademarks#page3.tif source=Project Mamba IPSA- 2L Trademarks#page4.tif source=Project Mamba IPSA- 2L Trademarks#page5.tif source=Project Mamba IPSA- 2L Trademarks#page6.tif | |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 14, 2021 (this “Agreement”), among MDVIP, LLC (the “Grantor”), a Delaware limited liability company, and Jefferies Finance LLC (“Jefferies”) in its capacity as collateral agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the Second Lien Credit Agreement dated as of October 14, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Mamba Intermediate, Inc., a Delaware corporation (“Holdings”), Mamba Purchaser, Inc., a Delaware corporation (the “Borrower”), the lenders from time to time party thereto and Jefferies, as administrative agent and collateral agent, and (b) the Second Lien Pledge and Security Agreement dated as of October 14, 2021 (the “Security Agreement”), by and among Holdings, the Borrower, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. 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, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and

Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE CLOSING DATE INTERCREDITOR AGREEMENT, ANY EQUAL PRIORITY INTERCREDITOR AGREEMENT AND ANY OTHER ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE CLOSING DATE INTERCREDITOR AGREEMENT, ANY ACCEPTABLE INTERCREDITOR AGREEMENT (INCLUDING THE EQUAL PRIORITY INTERCREDITOR AGREEMENT) AND THIS AGREEMENT, THE PROVISIONS OF SUCH ACCEPTABLE INTERCREDITOR AGREEMENT (INCLUDING THE CLOSING DATE INTERCREDITOR AGREEMENT AND ANY EQUAL PRIORITY INTERCREDITOR AGREEMENT) SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

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

MDVIP, LLC

By:

A handwritten signature in black ink, appearing to read "Bret Jorgensen", is written over a solid horizontal line.

Name: **Bret Jorgensen**

Title: **Chairman and Chief Executive Officer**

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

Jefferies Finance LLC

By: 
Name: John Koehler
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007452 FRAME: 0383

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS

| Trademark | Registration Number | Registration Date | Registered Owner |
|-----------------------|----------------------------|--------------------------|-------------------------|
| MDVIP | 5,994,724 | February 25, 2020 | MDVIP, LLC |
| MDVIP and Design | 5,994,725 | February 25, 2020 | MDVIP, LLC |
| MDVIP | 2,999,462 | September 27, 2005 | MDVIP, LLC |
| MDVIP and Design | 2,999,461 | September 27, 2005 | MDVIP, LLC |
| MDVIP Foundation | 4,571,446 | July 22, 2014 | MDVIP, LLC |
| Get Fit With Your Doc | 5,933,798 | December 10, 2019 | MDVIP, LLC |

U.S. TRADEMARK APPLICATIONS

| Trademark | Serial Number | Application Date | Registered Owner |
|------------------|----------------------|-------------------------|-------------------------|
| ACE Informatics | 90/067,536 | July 22, 2020 | MDVIP, LLC |