

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATURAL PARTNERS, INC.		11/29/2021	Corporation: DELAWARE
HEALTHY WEB INC.		11/29/2021	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3487555	NATURAL PARTNERS, INC.	
Registration Number:	4453582	NATURAL PARTNERS	
Registration Number:	4346894		
Registration Number:	4450120	NATURAL PARTNERS	
Registration Number:	4938652	NP SCRIPT	
Registration Number:	4851086		
Registration Number:	4967409	NP SCRIPT	
Serial Number:	90739146	MYTAVIN	
Serial Number:	90818642	CHANGING THE WAY HEALTH IS PRESCRIBED	
Registration Number:	5551660	FULLSCRIPT	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		

CH \$265.00 3487555

TRADEMARK

Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 11964.421

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 11/29/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November 29, 2021 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of MIDCAP FINANCIAL TRUST ("MidCap"), in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of November 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among THRIVE FS INTERMEDIATE LLC, a Delaware limited liability company ("Holdings"), NATURAL PARTNERS, INC., a Delaware corporation (the "Borrower"), the subsidiary guarantors from time to time party thereto by execution of this Agreement or otherwise by execution of a Joinder Agreement (together with Holdings, collectively the "Guarantors"), as pledgors, assignors and debtors (the Borrower, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Pledgors," and each, a "Pledgor"), in favor of MidCap, for the benefit of the Secured Parties in its capacity as collateral agent pursuant to the Credit Agreement, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a U.S. Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein 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 Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Security Interest in, on and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks owned by such Pledgor, including, without limitation, those United States and Canada trademark registrations and applications listed on Schedule 1 attached hereto; and

(b) all Proceeds and products of each of the foregoing. Notwithstanding anything to the contrary contained in clauses (a) through (b), the first priority Security Interest (subject to Permitted Liens) created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any intent-to-use trademark application until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the USPTO with respect to such intent-to-use trademark application. but only if and to the extent that the granting of a Security Interest in such application would result in the impairment of the validity or enforceability of such application or any resulting registration; provided, that, to the extent such application is excluded from the Trademark Collateral, then upon the submission of evidence of use of such trademark, and acceptance thereof by, the USPTO, such trademark application shall automatically be included in the Trademark Collateral and will no longer constitute Excluded Property, without further action on any party's part.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with and not in limitation of the Security Interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors 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. Termination. Subject to Section 10.3 of the Security Agreement, this Trademark Security Agreement shall automatically and immediately terminate and the Pledged Collateral shall automatically and immediately be released from the Security Interest of this Agreement and the other Loan Documents when the Commitments have been terminated and the Secured Obligations shall have been paid in full in accordance with the terms of the Credit Agreement (other than (i) contingent indemnification obligations and unasserted expense reimbursement obligations and (ii) obligations under the Secured Hedging Agreements and Secured Cash Management Agreements) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full, cash collateralized in accordance with the Credit Agreement or backstopped. Subject to Section 10.3 of the Security Agreement, upon termination hereof, the Security Interest granted hereby shall automatically and immediately terminate and all rights to the Pledged Collateral shall automatically and immediately revert to the applicable Pledgor or to such other person as may be entitled thereto pursuant to any applicable Legal Requirement. Upon any Asset Sale of Pledged Collateral permitted under Section 6.05 of the Credit Agreement (other than any Asset Sale to another Pledgor) the Security Interest in such Pledged Collateral shall automatically and immediately terminate. Upon termination hereof or any such Asset Sale, permitted disposition (other than to another Pledgor) or release of Pledged Collateral in accordance with the provisions of the Credit Agreement, the Collateral Agent shall on the date thereof and at such other times promptly upon the request of any Pledgor, at the sole reasonable cost and expense of the Pledgors, assign, transfer and deliver to the Pledgors, against receipt and without recourse to or warranty by the Collateral Agent except that the Collateral Agent has not assigned or otherwise transferred its Security Interest in the Pledged Collateral, such of the Pledged Collateral to be released (in the case of a release) as may be in possession or control of the Collateral Agent, and, with respect to any other Pledged Collateral, with such endorsements or proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Pledged Collateral, as the case may be.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[remainder of this page intentionally left blank]

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

NATURAL PARTNERS, INC.,
a Delaware corporation

By: 
Name: Kyle Bratz
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

HEALTHY WEB INC.,
a company organized under the laws of Ontario, Canada

By: 
Name: Kyle Braatz
Title: Chief Executive Officer

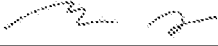
[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

MIDCAP FINANCIAL TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager


By: Apollo Capital Management GP, LLC,
its general partner



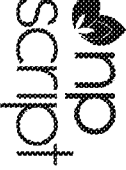
By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Trademark	Jurisdiction	Application / Registration No.	Status & Date	Owner
NATURAL PARTNERS, INC. (Word Mark)	United States	3487555	Registered 8/19/2020 Renewal due 8/19/2028	Natural Partners, Inc.
NATURAL PARTNERS (Word Mark)	United States	4453582	Registered 12/24/2013, Renewal due 12/24/2023	Natural Partners, Inc.
Natural Partners SYMBOL 	United States	4346894	Registered 6/4/2013, Renewal due 6/4/2023	Natural Partners, Inc.

Trademark	Jurisdiction	Application / Registration No	Status & Date	Owner
Natural Partners LOGO 	United States	4450120	Registered 12/17/13, Renewal due 12/17/2023	Natural Partners, Inc.
NP SCRIPT (Word Mark)	United States	4938652	Registered 4/12/2016, Declaration of Use 4/12/2022	Natural Partners, Inc.
NP Script SYMBOL 	United States	4851086	Registered 11/10/2015, Declaration of Use 11/10/2021	Natural Partners, Inc.
NP Script LOGO 	United States	4967409	Registered 5/31/2016, Declaration of Use 5/31/2022	Natural Partners, Inc.

Trademark	Jurisdiction	Application / Registration No.	Status & Date	Owner
Mytavin (word mark)	United States	90739146	Pending	Natural Partners, Inc.
CHANGING THE WAY HEALTH IS PRESCRIBED	United States	90818642	Pending	Natural Partners, Inc.
Fullscript (Word Mark)	United States	5551660	Registered 8/28/2018 Declaration of Use due 8/28/2024 Renewal due 8/28/2028	Healthy Web Inc.