

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUALITAS HEALTH INC.		12/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GP CAPITAL PARTNERS, LP, as Agent		
Street Address:	2000 Edwards Street, Suite B		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77007		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	90041629	ALMEGAPL	
Serial Number:	88797792	BETTER LIVING BEGINS WITHIN	
Serial Number:	88787983	IWI IWI WI WI WI	
Serial Number:	88720639	IWI IWI IWI IWI IWI	
Serial Number:	88514683	ALMEGA18	
Serial Number:	88580296	QUALITAS HEALTH	
Serial Number:	88580236	QUALITAS HEALTH	
Serial Number:	87889080	IWI	
Serial Number:	87889073	IWI	
Serial Number:	87328449	IWI	
Serial Number:	86106633	ALMEGA	
CORRESPONDENCE DATA			
Fax Number:	7132266397		
<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:	7132266000		
Email:	TMMail@porterhedges.com		
Correspondent Name:	Jonathan Pierce		
Address Line 1:	P.O. Box 4744		
Address Line 4:	Houston, TEXAS 77210-4744		

CH \$290.00 90041629

NAME OF SUBMITTER:	Jonathan Pierce
SIGNATURE:	/jmp/
DATE SIGNED:	12/17/2021
Total Attachments: 7 source=2021-12-17 PTSA - Qualitas Health Inc. Executed#page1.tif source=2021-12-17 PTSA - Qualitas Health Inc. Executed#page2.tif source=2021-12-17 PTSA - Qualitas Health Inc. Executed#page3.tif source=2021-12-17 PTSA - Qualitas Health Inc. Executed#page4.tif source=2021-12-17 PTSA - Qualitas Health Inc. Executed#page5.tif source=2021-12-17 PTSA - Qualitas Health Inc. Executed#page6.tif source=2021-12-17 PTSA - Qualitas Health Inc. Executed#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2021 (the “*Agreement*”), by and between QUALITAS HEALTH INC., a Delaware corporation (“*Debtor*”), and GP CAPITAL PARTNERS, LP, a Delaware limited partnership (“*Secured Party*”).

WITNESSETH:

WHEREAS, Debtor, as borrower (in such capacity, “*Borrower*”), and Secured Party, as lender (in such capacity, the “*Lender*”), have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “*Loan Agreement*”);

WHEREAS, Borrower and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “*Security Agreement*”), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrower under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lender to extend credit to Borrower pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party a continuing security interest in, and lien on, all of the following property of Debtor (the “*IP Collateral*”), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on *Schedule 1* hereto;
- (b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on *Schedule 1* hereto, and all goodwill associated therewith or symbolized thereby;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures are on the following pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

DEBTOR:

QUALITAS HEALTH, INC.
a Delaware corporation

By: 
Name: Miguel Calatayud
Title: Chief Executive Officer

SECURED PARTY:

GP CAPITAL PARTNERS, LP
a Delaware limited partnership

By: GP Capital Partners GP, LLC,
its general partner

Gina A. Luna

By: _____

Name: Gina A. Luna

Title: Managing Member

Schedule 1


to

Patent and Trademark Security Agreement

Patents


Title	Application No. (Filing Date)	Patent No. (Patent Date)
EICOSAPENTAENOIC ACID (EPA) FORMULATIONS	13/797,802 2013-03-12	9629820 2017-04-25
EICOSAPENTAENOIC ACID (EPA) FORMULATIONS	15/493,148 2017-04-21	10039734 2018-08-07
EICOSAPENTAENOIC ACID (EPA) FORMULATIONS	14/651,665 2015-06-12	10123986 2018-11-13

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Mark	Applicati on No.	File Date	Serial No.	USPTO Registration No.	Registratio n Date	Internation al Registratio n No.
ALMEGAPL	90/041,629	2020-07-08	90041629	6270760	2021-02-16	--
BETTER LIVING BEGINS WITHIN	88/797,792	2020-02-14	88797792	6229920	2020-12-22	--
	88/787,983	2020-02-06	88787983	6229891	2020-12-22	--

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007533 FRAME: 0883

Mark	Application No.	File Date	Serial No.	USPTO Registration No.	Registration Date	International Registration No.
	88/720,639	2019-12-09	88720639	6229704	2020-12-22	--
ALMEGA18	88/514,683	2019-07-15	88514683	6154618	2020-09-15	--
	88/580,296	2019-08-15	88580296	6049703	2020-05-05	--
QUALITAS HEALTH	88/580,236	2019-08-15	88580236	6049702	2020-05-05	--
	87/889,080	2018-04-23	87889080	6077465	2020-06-16	--
IWI	87/889,073	2018-04-23	87889073	6077464	2020-06-16	--

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

Mark	Application No.	File Date	Serial No.	USPTO Registration No.	Registration Date	International Registration No.
IWI	87/328,449	2017-02-08	87328449	5439406	2018-04-03	1346626 1352175
ALMEGA	86/106,633	2013-10-31	86106633	4786543	2015-08-04	1185202

[SCHEDULE I TO PATENT AND TRADEMARK SECURITY AGREEMENT]