

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIO TRUST NUTRITION, LLC		12/24/2021	Limited Liability Company: TEXAS
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: 22			
Property Type	Number	Word Mark	
Registration Number:	5686063	AGELESS CORE	
Registration Number:	5497238	BIOTRUST RADIO	
Registration Number:	5181168	BELLYTRIM XP	
Registration Number:	4786810	BRAIN BRIGHT	
Registration Number:	5182814	CRAVEFIX 96	
Registration Number:	5448893	AGELESS GLOW	
Registration Number:	5096711	AGELESS BODY	
Registration Number:	5223797	METABOGREENS 45X	
Registration Number:	4708918	BIOTRUST	
Registration Number:	4791119	BT BIOTRUST	
Registration Number:	5166659	BT BIOTRUST	
Registration Number:	5100569	BIOTRUST	
Registration Number:	4332677	LEPTIBURN	
Registration Number:	4388890	BIOTRUST NUTRITION	
Registration Number:	3588841	BRAIN BRIGHT	
Serial Number:	90820615	AGELESS TUMERIC	
Serial Number:	90820597	AGELESS MULTI-COLLAGEN	
Serial Number:	90820560	AGELESS IMMUNITY	

CH \$565.00 5686063

Property Type	Number	Word Mark
Serial Number:	90820557	AGELESS COLLAGEN BOOSTER
Serial Number:	90820555	AGELESS BRIGHT
Serial Number:	90799532	AGELESS SIGHT
Serial Number:	90542345	BIOTRUST

CORRESPONDENCE DATA

Fax Number: 3105572193
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: 310-557-2900
Email: KLATHROP@PROSKAUER.COM
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11964.415
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	12/27/2021

Total Attachments: 8

- source=Wellbeam-BioTrust - Executed Trademark Security Agreement#page1.tif
- source=Wellbeam-BioTrust - Executed Trademark Security Agreement#page2.tif
- source=Wellbeam-BioTrust - Executed Trademark Security Agreement#page3.tif
- source=Wellbeam-BioTrust - Executed Trademark Security Agreement#page4.tif
- source=Wellbeam-BioTrust - Executed Trademark Security Agreement#page5.tif
- source=Wellbeam-BioTrust - Executed Trademark Security Agreement#page6.tif
- source=Wellbeam-BioTrust - Executed Trademark Security Agreement#page7.tif
- source=Wellbeam-BioTrust - Executed Trademark Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is entered into as of December 24, 2021, among the Grantor listed on the signature pages hereof (the “**Grantor**”) and MIDCAP FINANCIAL TRUST, in its capacity as administrative agent for the Lenders (together with its successors and permitted assigns in such capacity, “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of October 4, 2021 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the “**Credit Agreement**”), among WELLBEAM CONSUMER HEALTH INTERMEDIATE, LLC, a Delaware limited liability company (the “**Borrower**”), WELLBEAM CONSUMER HEALTH, LLC, a Delaware limited liability company (“**Holdings**”), as a Guarantor (as defined therein), each of the Subsidiaries (as defined therein) of Holdings from time to time party thereto, as Guarantors, the financial institutions from time to time party thereto, as Lenders (as defined therein), and Administrative Agent, Lenders have agreed to make Loans (as defined therein) to Borrower from time to time pursuant to the terms and subject to the conditions set forth therein; and

WHEREAS, Lenders are willing to make Loans to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement (as defined below)), that certain Security and Pledge Agreement dated as of October 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a valid and continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor's Trademark registrations, Trademark applications (other than "intent to use" applications until a verified statement of use is filed and accepted with respect to such applications, to the extent that, and solely during the period in which, the grant of a security interest would impair the validity or enforceability of such "intent to use" United States trademark application under federal Law) and Trademark Licenses as set forth on Schedule 1 hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

For the avoidance of doubt, the Trademark Collateral shall not include any (i) Excluded Collateral (as defined in the Security Agreement) and (ii) intent-to-use United States trademark applications for so long as and to the extent that such intent-to-use United States trademark applications constitute Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of the Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and are or would be owed by Grantor, or any of the other Credit Parties, to Administrative Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and in furtherance of the security interests and Liens granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, and to the extent a conflict exists, the terms of the Security Agreement control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks constituting Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent, upon notice to the Grantors in accordance with the provisions of Section 12.3 of the Credit Agreement, unilaterally (but

Administrative Agent shall be under no obligation) to modify this Trademark Security Agreement by amending Schedule 1 hereto to include any such new trademark rights of Grantors, which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no delay or failure to so modify this Trademark Security Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Administrative Agent's valid and continuing security interest in all Collateral (including without limitation the Trademark Collateral), whether or not listed on Schedule 1 hereto.

6. SUCCESSORS IN INTEREST. This Trademark Security Agreement shall be binding upon the Grantor, its successors and permitted assigns and shall inure, together with the rights and remedies of Administrative Agent and the other Secured Parties hereunder, to the benefit of Administrative Agent and the other Secured Parties and their successors and permitted assigns.

7. COUNTERPARTS; INTEGRATION. This Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) may be executed in any number of counterparts, each of which shall be deemed an original with the same effect as if the signatures thereto and hereto were upon the same instrument. This Trademark Security Agreement and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed signature page of this Trademark Security Agreement (or any amendments, waivers, consents, or supplements hereto) by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof. The words "execution," "signed," "signature," "delivery," and words of like import as it relates to the execution and delivery of this Trademark Security Agreement shall be deemed to include an electronic symbol or process attached to a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record (each an "Electronic Signature"), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Financing Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Financing Document refer to this Trademark Security Agreement or such other Financing Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Financing Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Financing Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications,

renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Financing Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash in accordance with the terms of the Credit Agreement (or cash collateralization in accordance with the terms thereof) of all Obligations other than unasserted Contingent Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein or in any other Financing Document shall be satisfied by the transmission of a Record, and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

9. **GOVERNING LAW.** THIS TRADEMARK SECURITY 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.

10. **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*), 12.5 (*Amendments and Waivers*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*) 12.11 (*WAIVER OF JURY TRIAL*) and 12.15 (*No Strict Construction*) of the Credit Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement, *mutatis mutandis*, as if fully set forth herein, and the parties agree to such terms.

11. **FINANCING DOCUMENT.** This Trademark Security Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provision therein regarding Financing Documents.

12. **RELEASE.** Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and Administrative Agent shall promptly, at the reasonable request and expense of the Grantor, provide evidence of such termination. Upon the occurrence of the Termination Date (as defined in the Security Agreement), upon Borrower's request, Administrative Agent will promptly, at the sole expense of the Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by the Grantor to evidence such termination and release, in accordance with Section 11 of the Security Agreement.

[Signature pages follow]

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

GRANTOR:

BIO TRUST NUTRITION, LLC, as a Grantor

A handwritten signature in black ink, appearing to read 'C. Marschall', is written over a horizontal line.

Name: Christopher Marschall

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007542 FRAME: 0074

ACCEPTED AND ACKNOWLEDGED:

MIDCAP FINANCIAL TRUST,

a Delaware statutory trust, as Administrative Agent

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

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

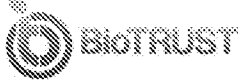
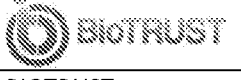
By: _____

Name: Maurice Amsellem

Title: Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Grantor	Mark	Registration No.	Registration Date
Bio Trust Nutrition, LLC	AGELESS CORE	5686063	2/26/19
Bio Trust Nutrition, LLC	BIOTRUST RADIO	5497238	6/19/18
Bio Trust Nutrition, LLC	BELLYTRIM XP	5181168	4/11/17
Bio Trust Nutrition, LLC	BRAIN BRIGHT	4786810	8/4/15
Bio Trust Nutrition, LLC	CRAVEFIX 96	5182814	4/11/17
Bio Trust Nutrition, LLC	AGELESS GLOW	5448893	4/17/18
Bio Trust Nutrition, LLC	AGELESS BODY	5096711	12/2/16
Bio Trust Nutrition, LLC	METABOGREENS 45X	5223797	6/13/17
Bio Trust Nutrition, LLC	BIOTRUST	4708918	3/24/15
Bio Trust Nutrition, LLC	BT BIOTRUST 	4791119	8/11/15
Bio Trust Nutrition, LLC	BT BIOTRUST 	5166659	3/21/17
Bio Trust Nutrition, LLC	BIOTRUST	5100569	12/13/16
Bio Trust Nutrition, LLC	LEPTIBURN	4332677	5/7/13
Bio Trust Nutrition, LLC	BIOTRUST NUTRITION	4388890	8/20/13
Bio Trust Nutrition, LLC	BRAIN BRIGHT	3588841	3/10/09

TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Application Date
Bio Trust Nutrition, LLC	AGELESS TUMERIC	90820615	7/9/21
Bio Trust Nutrition, LLC	AGELESS MULTI-COLLAGEN	90820597	7/9/21
Bio Trust Nutrition, LLC	AGELESS IMMUNITY	90820560	7/9/21
Bio Trust Nutrition, LLC	AGELESS COLLAGEN BOOSTER	90820557	7/9/21
Bio Trust Nutrition, LLC	AGELESS BRIGHT	90820555	7/9/21
Bio Trust Nutrition, LLC	AGELESS SIGHT	90799532	6/28/21
Bio Trust Nutrition, LLC	BIOTRUST	90542345	2/23/21

LICENSES

None.