

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM698264

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Leiters, Inc.		12/28/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	55 Almaden Boulevard		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97087363	LEITERS	
<b>Serial Number:</b>	97087362	LEITERS HEALTH	
<b>Serial Number:</b>	97087360	LEITERS	
<b>Serial Number:</b>	88089565	COMPOUNDING HEALTH	
<b>Serial Number:</b>	87810874	COMPOUNDING HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(619) 699-2708		
<b>Email:</b>	christian.cruz@us.dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	401 B Street		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		
<b>SIGNATURE:</b>	/s/ Matt Schwartz		
<b>DATE SIGNED:</b>	12/28/2021		

CH \$140.00 97087363

**Total Attachments: 5**

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 28, 2021, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and LEITERS, INC., a Delaware corporation, ("Grantor") is made with reference to the Amended and Restated Loan and Security Agreement, dated as of December 28, 2021 (as amended from time to time, the "Loan Agreement"), by and among Lender, Grantor and DENVER SOLUTIONS, LLC, a Delaware limited liability company. Terms defined in the Loan Agreement have the same meaning when used in this Agreement. This Agreement amends and restates, in its entirety, that certain Intellectual Property Security Agreement executed by Grantor in favor of Bank, dated as of September 26, 2019, as amended from time to time (the "Original Intellectual Property Security Agreement").

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(e) design rights;

(f) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(i) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies. Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original Intellectual Property Security Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

LEITERS, INC., a Delaware corporation

By: DocuSigned by:  
Robin Smith Hoke  
3755045A83EC49F...  
Name: Robin Smith Hoke  
Title: CEO

Address for Notices:

Attn: Robin Hoke, CEO  
13796 Compark Boulevard  
Englewood, CO 80112  
Email: [Robin.Hoke@Leiters.com](mailto:Robin.Hoke@Leiters.com)

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By: DocuSigned by:  
Kirstin Rooks  
D7A89016C9664FA...  
Name: Kirstin Rooks  
Title: Assistant Vice President

Address for Notices:

Attn: Loan Operations  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Tel: (408) 556-6501  
Fax:(408) 282-1681

[Signature Page to Amended and Restated Intellectual Property Security Agreement – Leiters, Inc.]

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

Exhibit B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
LETTERS	97087363	Pending		10/22/2021
LETTERS HEALTH	97087362	Pending		10/22/2021
LETTERS	97087360	Pending		10/22/2021
COMPOUNDING HEALTH	88089565	Pending		08/23/2018
COMPOUNDING HEALTH	87810874	6563156		02/26/2018
COMPOUNDING HEALTH	87983046	6080741		02/26/2018

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>