

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEALTHJOY, LLC		03/09/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 SOUTH LASALLE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6440525	HEALTHJOY	
Registration Number:	6440523	HEALTHJOY	
Registration Number:	4839602	HEALTHJOY	
CORRESPONDENCE DATA			
Fax Number:	3122691747		
<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:	3122698000		
Email:	marden@nge.com, ryoung@nge.com		
Correspondent Name:	ANDREW S. FRAKER		
Address Line 1:	2 N Lasalle		
Address Line 2:	Suite 1700		
Address Line 4:	CHICAGO, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	025942.0033		
NAME OF SUBMITTER:	ANDREW S. FRAKER		
SIGNATURE:	/ANDREW S. FRAKER/		
DATE SIGNED:	03/11/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 9, 2022, is made by HEALTHJOY, LLC, a Delaware limited liability company (the “Grantor”), in favor of CIBC BANK USA (the “Lender”).

RECITALS

WHEREAS, Grantor has entered into a Second Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) among the Grantor, the other Loan Parties party thereto and Lender, pursuant to which Lender has agreed to make certain loans to Grantor and pursuant to which Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademark Collateral (as defined below), to secure the payment of all amounts owing by the Loan Parties under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement).

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark registration and trademark application for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 1 annexed hereto (other than “intent-to-use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law), together with any renewals or extensions thereof, and all goodwill associated therewith; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark or license thereof (items 1 and 2 being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement and is subject to limitations set forth therein. Each of Grantor and Lender hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute

effective delivery thereof. Electronic records of executed Loan Documents maintained by Lender shall be deemed to be originals.

[signature page follows]

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

GRANTOR:

HEALTHJOY, LLC

By: 

Name:

Justin Holland

Title:

CEO

Acknowledged and agreed to:

LENDER:

CIBC BANK USA

By: _____

Name: Jeff Goldrich

Title: Managing Director

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

GRANTOR:

HEALTHJOY, LLC

By: _____


Name:

Title:

Acknowledged and agreed to:

LENDER:

CIBC BANK USA

By:  _____

Name: Jeff Goldrich

Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Reg. No.	Serial No.	Filing Date	Registration Date	Mark
6440525	90308034	11/09/2020	08/03/2021	HEALTHJOY
6440523	90308026	11/09/2020	08/03/2021	HEALTHJOY
4839602	86387246	09/06/2014	10/27/2015	HEALTHJOY

Trademark Applications

None.