

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714532

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EMERSON ECOLOGICS, LLC		03/15/2022	Limited Liability Company: DELAWARE
WELLEIVATE LLC		03/15/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MIDCAP FINANCIAL TRUST
Street Address:	7244 WOODMONT AVENUE, SUITE 300
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	STATUTORY TRUST: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	6663288	EMERSON QUALITY PROGRAM
Registration Number:	5561418	HEALTHY SUPPLEMENT CENTER
Registration Number:	5709960	WELLEIVATE
Registration Number:	5261348	DELIVERING TO IMPROVE HEALTH
Registration Number:	4108573	EQP
Registration Number:	4032227	EMERSON QUALITY PROGRAM EQP
Registration Number:	5022686	EMERSON ECOLOGICS
Registration Number:	2613362	VIRTUAL DISPENSARY
Registration Number:	2377298	EMERSON ECOLOGICS
Serial Number:	97240711	EMERSON ECOLOGICS
Serial Number:	97240626	

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000

Email: ypan@proskauer.com

TRADEMARK

REEL: 007660 FRAME: 0498

Correspondent Name: Emily C. Kimball
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 11964-421

NAME OF SUBMITTER: Emily C. Kimball

SIGNATURE: /Emily C. Kimball/

DATE SIGNED: 03/15/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 15, 2022 (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 Amended and Restated Credit Agreement, dated as of March 15, 2022 (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, LLC, a Delaware limited liability company (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 that certain U.S. Security Agreement, dated as of November 29, 2021 (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 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.

PLEDGORS

EMERSON ECOLOGICS, LLC,
a Delaware limited liability company
WELLEVATE LLC,
a Delaware limited liability company

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
EMERSON ECOLOGICS and Design	U.S. Federal	97240711	Pending, 26-Jan-2022	Emerson Ecologics, LLC
 Design Only	U.S. Federal	97240626	Pending, 26-Jan-2022	Emerson Ecologics, LLC
EMERSON QUALITY PROGRAM and Design	U.S. Federal	6663288	Registered, 8-Mar-2022	Emerson Ecologics, LLC

Trademark	Jurisdiction	Application / Registration No.	Status & Date	Owner
HEALTHY SUPPLEMENT CENTER	U.S. Federal	5561418	Registered, 11-Sep-2018	Emerson Ecologics, LLC
WELLEVATE	U.S. Federal	5709960	Registered, 26-Mar-2019	Wellervate LLC
DELIVERING TO IMPROVE HEALTH	U.S. Federal	5261348	Registered, 08-Aug-2017	Emerson Ecologics, LLC
EQP	U.S. Federal	4108573	Registered, 06-Mar-2012	Emerson Ecologics, LLC
EMERSON QUALITY PROGRAM EQP	U.S. Federal	4032227	Registered, 27-Sep-2011	Emerson Ecologics, LLC

Trademark	Jurisdiction	Application / Registration No.	Status & Date	Owner
EMERSON ECOLOGICS	U.S. Federal	5022686	Registered, 16-Aug-2016	Emerson Ecologics, LLC
VIRTUAL DISPENSARY	U.S. Federal	2613362	Registered, 27-Aug-2002	Emerson Ecologics, LLC
EMERSON ECOLOGICS	U.S. Federal	2377298	Registered, 15-Aug-2000	Emerson Ecologics, LLC