

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715202

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norax Holdings LLC		03/16/2022	Limited Liability Company: DELAWARE
Norax Laboratories LLC		03/16/2022	Limited Liability Company: DELAWARE
Norax Intermediate LLC		03/16/2022	Limited Liability Company: DELAWARE
Norax Supplements LLC		03/16/2022	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	CIBC Bank USA, as Administrative Agent		
Street Address:	70 West Madison Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5539436	PURE BY NATURE	
Registration Number:	5539368	PURE BY NATURE	
Registration Number:	5442272	NORAX SUPPLEMENTS	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<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:	6173417729		
Email:	katarzyna.gaysunas@morganlewis.com		
Correspondent Name:	Katarzyna Gaysunas		
Address Line 1:	1 Federal St		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1726		
NAME OF SUBMITTER:	Katarzyna Gaysunas		
SIGNATURE:	/Katarzyna Gaysunas/		

CH \$90.00 5539436

DATE SIGNED:	03/18/2022
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Total Attachments: 8

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COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

This Copyright, Patent and Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of March 16, 2022, is made among NORAX HOLDINGS LLC, a Delaware limited liability company ("Holdings"), NORAX LABORATORIES LLC, a Delaware limited liability company ("Laboratories"), and immediately after giving effect to the Related Transactions, NORAX INTERMEDIATE LLC, Delaware limited liability company ("Norax Intermediate"), and NORAX SUPPLEMENTS LLC, a Georgia limited liability company ("Supplements"), and together with Holdings, Norax Intermediate Laboratories, each, a "Company" and collectively, the "Companies"), and CIBC BANK USA, as administrative agent for itself and the other Lenders defined below (in such capacity, "Agent").

RECITALS

A. Each Company, the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto (the "Lenders") and the Agent are parties to that certain Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of the date hereof, setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of each Company.

B. Each Company and the Agent, among others, are parties to the Guaranty and Collateral Agreement.

C. As a condition to extending credit to or for the account of each Company, the Agent and the Lenders have required the execution and delivery of this Agreement by each Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and the other Loan Documents and herein, the parties hereby agree as follows:

1. All terms used herein (including in the Recitals) and not otherwise defined herein shall have the meanings given to them in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of each Company's right, title and interest in and to all copyrightable works and all copyrights of such Company and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit C.

"Patents" means all of each Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of each Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, (ii) the goodwill associated with each such item reference in clause (i) above, (iii) all licenses, fees or royalties with respect to each of the foregoing, and (iv) the right to sue for past, present and future infringement, dilution and damages therefor, in each case, as presently

existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Each Company hereby pledges and collaterally assigns to, and grants to, the Agent a security interest (the "Security Interest"), with power of sale to the extent permitted by law and in accordance with the Credit Agreement and the other Loan Documents, in the Copyrights, Patents and Trademarks (except as such may be considered Excluded Property, but only until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of each Company in such Trademarks is no longer on an "intent to use" basis) to secure payment and performance of the Obligations. As set forth in the Credit Agreement and Guaranty and Collateral Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any copyright, patent or trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Guaranty and Collateral Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Collateral Agreement and each Company hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be automatically released upon the Obligations being Paid in Full. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Company to evidence and record the release of the Lien on the Copyrights, Patents and Trademarks and Security Interests granted herein.

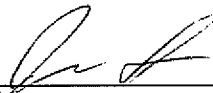
5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of this executed Agreement maintained by the Lenders shall be deemed to be originals.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Copyright, Patent and Trademark Security Agreement as of the date written above.

NORAX HOLDINGS LLC, as a Company

By: 
Name: James Sidwa
Title: President

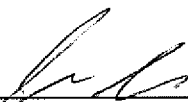
NORAX INTERMEDIATE LLC, as a Company
(immediately after giving effect to the consummation of the Related Transactions)

By: _____
Name: Marco Gomez
Title: Co-Chief Executive Officer

NORAX SUPPLEMENTS LLC, as a Company
(immediately after giving effect to the consummation of the Related Transactions)

By: _____
Name: Marco Gomez
Title: Co-Chief Executive Officer

NORAX LABORATORIES LLC, as a Company

By: 
Name: James Sidwa
Title: President

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By: _____
Name: Marco Gomez
Title: Co-Chief Executive Officer

NORAX LABORATORIES LLC, as a
Company

By: _____
Name: James Sidwa
Title: President

CIBC BANK USA,
as Administrative Agent

By: 
Name: Jason Morgan
Title: Managing Director

[Norax-- Signature Page to IP Agreement]