

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM718389

<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>
ADVANTICE HEALTH, LLC		04/01/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST		
<b>Street Address:</b>	7255 Woodmont Avenue		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2166535	AMLACTIN	
<b>Registration Number:</b>	2792257	ELIXSURE	
<b>Registration Number:</b>	5232800	KERASAL	
<b>Registration Number:</b>	2177049	KERASAL	
<b>Registration Number:</b>	6048156	KERASAL INTENSIVE FOOT REPAIR	
<b>Registration Number:</b>	4560668	KERASAL NAIL	
<b>Registration Number:</b>	6322270	MORE THAN A MOISTURIZER	
<b>Registration Number:</b>	4872086		
<b>Registration Number:</b>	4626027		
<b>Registration Number:</b>	6100708		
<b>Registration Number:</b>	3309587	TRIPLE CREAM	
<b>Registration Number:</b>	5722792	TRIPLE LOTION	
<b>Registration Number:</b>	2563388	TRIPLE PASTE	
<b>Registration Number:</b>	6459211	TRIPLE PASTE AF	
<b>Registration Number:</b>	5703947	TRIPLE SOAP	
<b>Registration Number:</b>	4050149	TRIPLE WASH	
<b>Registration Number:</b>	3069319	ULTRAPLEX	

CH \$440.00 2166535

**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

<b>ATTORNEY DOCKET NUMBER:</b>	11964.465
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	04/01/2022

**Total Attachments: 7**

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**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of April 1, 2022, is made by Grantor (as identified below), in favor of MidCap Financial Trust, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

**WHEREAS**, Advantice Health, LLC, a Delaware limited liability company (“**Grantor**”), owns the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor is party to a First Lien Security Agreement dated as of April 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Agreement.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, domain names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all goodwill of Grantor’s business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach

to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

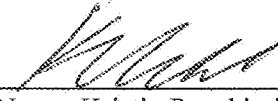
THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (AFTER GIVING EFFECT TO SECTION 5-1401 AND 5-1402 OF NEW YORK GENERAL OBLIGATIONS LAW).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

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

ADVANTICE HEALTH, LLC

By:   
Name: Kristin Recchiuti  
Title: President and Chief Executive Officer


*Signature Page to First Lien Trademark Security Agreement*

Accepted and Agreed:

**MIDCAP FINANCIAL TRUST,**  
as the 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 A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
AMLACTIN	USA	75201205 20-NOV-1996	2166535 16-JUN-1998	Advantice Health, LLC	Registered
ELIXSURE	USA	76329078 22-OCT-2001	2792257 09-DEC-2003	Advantice Health, LLC	Registered
KERASAL	USA	86005535 09-JUL-2013	5232800 27-JUN-2017	Advantice Health, LLC	Registered
KERASAL <sup>1</sup>	USA	74596642 08-NOV-1994	2177049 28-JUL-1998	Advantice Health, LLC	Registered
KERASAL INTENSIVE FOOT REPAIR	USA	87788645 07-FEB-2018	6048156 05-MAY-2020	Advantice Health, LLC	Registered
KERASAL NAIL	USA	85462938 02-NOV-2011	4560668 01-JUL-2014	Advantice Health, LLC	Registered
MORE THAN A MOISTURIZER Design  	USA	90242415 08-OCT-2020	6322270 13-APR-2021	Advantice Health, LLC	Registered
PARENT and CHILD Design	USA	86594033 10-APR-2015	4872086 15-DEC-2015	Advantice Health, LLC	Registered

<sup>1</sup> Subject to an unreleased security interest granted from Taro Pharmaceuticals North America, Inc. in favor of Alterna-TCHP, LLC on March 3, 2005. Taro later assigned the trademark to Alterna-TCHP, LLC on June 23, 2006.

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
					
PARENT and CHILD Design 	USA	86043639 21-AUG-2013	4626027 21-OCT-2014	Advantice Health, LLC	Registered
PLUS Design 	USA	88734835 20-DEC-2019	6100708 14-JUL-2020	Advantice Health, LLC	Registered
TRIPLE CREAM	USA	78842910 22-MAR-2006	3309587 09-OCT-2007	Advantice Health, LLC	Registered
TRIPLE LOTION	USA	87307130 19-JAN-2017	5722792 09-APR-2019	Advantice Health, LLC	Registered
TRIPLE PASTE	USA	76165914 09-NOV-2000	2563388 23-APR-2002	Advantice Health, LLC	Registered
TRIPLE PASTE AF	USA	90056398 16-JUL-2020	6459211 24-AUG-2021	Advantice Health, LLC	Registered
TRIPLE SOAP	USA	87415428 18-APR-2017	5703947 19-MAR-2019	Advantice Health, LLC	Registered
TRIPLE WASH	USA	85022821 26-APR-2010	4050149 01-NOV-2011	Advantice Health, LLC	Registered



Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
ULTRAPLEX	USA	78434642 14-JUN-2004	3069319 14-MAR-2006	Advantice Health, LLC	Registered