

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718450

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advantice Health, LLC		04/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Evolution Credit Partners I, L.P.		
Street Address:	28 State Street		
Internal Address:	23rd Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	75201205	AMLACTIN	
Serial Number:	76329078	ELIXSURE	
Serial Number:	86005535	KERASAL	
Serial Number:	74596642	KERASAL	
Serial Number:	87788645	KERASAL INTENSIVE FOOT REPAIR	
Serial Number:	85462938	KERASAL NAIL	
Serial Number:	90242415	MORE THAN A MOISTURIZER	
Serial Number:	86594033		
Serial Number:	86043639		
Serial Number:	88734835		
Serial Number:	78842910	TRIPLE CREAM	
Serial Number:	87307130	TRIPLE LOTION	
Serial Number:	76165914	TRIPLE PASTE	
Serial Number:	90056398	TRIPLE PASTE AF	
Serial Number:	87415428	TRIPLE SOAP	
Serial Number:	85022821	TRIPLE WASH	
Serial Number:	78434642	ULTRAPLEX	

CH \$440.00 75201205

CORRESPONDENCE DATA**Fax Number:**

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: 3127018637
Email: IPDocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: P.O. BOX 2828
Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	22702892
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	04/01/2022

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of April 1, 2022, is made by Grantor (as identified below), in favor of Evolution Credit Partners I, L.P., 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 Second 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 Second Lien Trademark Security Agreement

Accepted and Agreed:


EVOLUTION CREDIT PARTNERS I, L.P., as
the Collateral Agent

By: **EVOLUTION CREDIT ADVISORS I, L.P.**

Its: General Partner

By: **EVOLUTION CREDIT ADVISORS I GP, LLC**

Its: General Partner


By: 
Name: Brian Harpish
Title: Authorized Signatory

[Signature Page to Project Augusta Trademark Security Agreement]




TRADEMARK
REEL: 007687 FRAME: 0255

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 ¹	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

¹ 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.

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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