

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FirstStreet for Boomers and Beyond, Inc.		06/14/2022	Corporation: VIRGINIA
Journey Health & Lifestyle Brands Inc.		06/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Escalate Capital IV, LP		
Street Address:	6300 Bridgepoint Parkway		
Internal Address:	Building 1, Suite 480		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 56			
Property Type	Number	Word Mark	
Serial Number:	90675123	5 WHEEL STABILITY	
Serial Number:	90097858	SCOOTLE	
Serial Number:	90080081	CURBMASTER	
Serial Number:	90390287	HANDI LIFTER	
Serial Number:	90548445	SWIVEL BED	
Serial Number:	90548444	SWIVEL BED	
Serial Number:	90548439	REHABCYCLE	
Serial Number:	90548438	REHABCYCLE	
Serial Number:	90546246	STAND ASSIST	
Serial Number:	90363078	5 WHEEL MANEUVERABILITY	
Serial Number:	90043912	MICROLUX	
Serial Number:	88865466	UPBED	
Serial Number:	88790852	5 WHEEL STABILITY	
Serial Number:	88594019	DURALUX	
Serial Number:	88491451	ZINGER	
Serial Number:	88491438	ZINGER	

OP \$1415.00 90675123

Property Type	Number	Word Mark
Serial Number:	88491447	ZINGER
Serial Number:	88326613	ZOOMER
Serial Number:	88718619	MYWOW COMPUTER
Serial Number:	88326624	NIGHTLIGHTER
Serial Number:	88792398	PERFECT WALKER
Serial Number:	88326621	DURALUX
Serial Number:	88326628	5 WHEEL ANTI-TIP TECHNOLOGY
Serial Number:	88580711	PERFECT SLEEP CHAIR
Serial Number:	87115971	PERFECT CHOICE HD ULTRA
Serial Number:	87550781	DESIGNED FOR SENIORS
Serial Number:	87215195	AUTOLOAD SCOOTER
Serial Number:	87550812	JUST MY HEIGHT
Serial Number:	86977820	EASY CLIMBER
Serial Number:	86839272	BALANCED SPECTRUM
Serial Number:	86794332	WOW! COMPUTER
Serial Number:	86132324	PERFECT SLEEP CHAIR
Serial Number:	86165335	TV BUDS
Serial Number:	85476795	PERFECT CHOICE HD
Serial Number:	85323747	NIGHT PROOFS
Serial Number:	85610044	HOMEAGE
Serial Number:	85496223	AIHR AGING IN THE HOME REMODELERS
Serial Number:	85407224	AGING IN THE HOME REMODELERS
Serial Number:	85323761	CARELOGUE
Registration Number:	3383086	PERFECT READER
Registration Number:	3059070	MIRACLE PHONE
Registration Number:	3045069	SEE IT HERE FIRST
Registration Number:	3037718	FIRSTSTREET
Registration Number:	2811958	BALANCED SPECTRUM
Registration Number:	3567390	AGING IN THE HOME
Registration Number:	3614183	DESIGNED FOR SENIORS
Registration Number:	3624381	EASY CLIMBER
Registration Number:	3693165	AGING IN YOUR HOME
Registration Number:	3417070	FOR BOOMERS AND BEYOND
Registration Number:	3530531	LP SAVER
Registration Number:	2863035	TECHNOBRANDS
Registration Number:	2465441	TECHNOSCOUT
Serial Number:	97311124	ZOOMER LITE
Serial Number:	90869098	SO LITE

Property Type	Number	Word Mark
Serial Number:	90869091	JOURNEY HEALTH
Serial Number:	90869079	JOURNEY HEALTH & LIFESTYLE

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.

Email: trademarks@mcguirewoods.com
Correspondent Name: Janet P. Peyton c/o McGuireWoods LLP
Address Line 1: 800 East Canal Street
Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Stephanie Martinez
SIGNATURE:	/Stephanie Martinez/
DATE SIGNED:	06/15/2022

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of June 14, 2022 (this “Trademark Security Agreement”), is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of Escalate Capital IV, LP, a Delaware limited partnership (“*ECLP*”), as lender and secured party (in such capacity, together with its successors and permitted assigns, “*Lender*”).

WITNESSETH:

WHEREAS, FIRSTSTREET FOR BOOMERS AND BEYOND, INC., a Virginia corporation, as the *Borrower*, JOURNEY HEALTH & LIFESTYLE BRANDS INC., a Delaware corporation (“*Parent*”), JOURNEY HEALTH & LIFESTYLE MIDCO INC., a Delaware corporation, certain other Subsidiaries of Parent, Midco and the Borrowers that are listed as Borrowers and Guarantors thereunder, and Lender have entered into a Loan and Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “*Loan Agreement*”); and

WHEREAS, pursuant to Section 3 of the Loan Agreement the Grantors have granted to the Lender, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office, and other governmental authorities.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to induce the Lender to make extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender

pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, notwithstanding anything herein to the contrary, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Recordation. Each Grantor authorizes and requests that the commissioner for Trademarks record this Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Trademark Security Agreement may be delivered by facsimile transmission, by electronic mail, or by other electronic transmission, in portable document format (.pdf), or other electronic or facsimile format, and each such executed facsimile, .pdf, or other electronic record shall be considered an original executed counterpart for purposes of this Trademark Security Agreement. Each party to this Trademark Security Agreement (a) agrees that it will be bound by its own Electronic Signature (as such term is defined immediately below), (b) accepts the Electronic Signature of each other party to this Trademark Security Agreement, and (c) agrees that such Electronic Signatures shall be the legal equivalent of manual signatures. The term "Electronic Signature" means (i) the signing party's manual signature on a signature page, converted by the signing party (or its agent) to facsimile or digital form (such as a .pdf file) and received from the customary email address or customary facsimile number of the signing party (or its counsel or representative), or other mutually agreed-upon authenticated source; or (ii) the signing party's digital signature executed using a mutually agreed-upon digital signature service provider and digital signature process. The words "execution," "executed," "signed," "signature," and words of like import in this Section 6 shall, for the avoidance of doubt, be deemed to include Electronic Signatures and the use and keeping of records in electronic form, each of which shall have the same legal effect, validity and enforceability as manually executed signatures and the use of paper records and paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, state laws based on the Uniform Electronic Transactions Act, the New York State Electronic Signatures and Records Act, or any other similar state law.

Section 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW 5-1401 AND 5-1402.

[SIGNATURE PAGES FOLLOW]

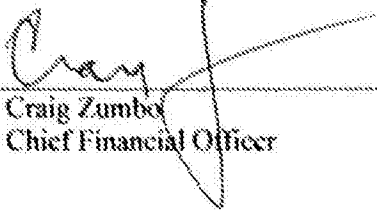
IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Addresses of Grantors:

GRANTORS:


1998 Ruffin Mill Road
Colonial Heights, VA 23834

firstStreet for Boomers and Beyond, Inc.,
a Virginia corporation

By: 
Name: Craig Zumbo
Title: Chief Financial Officer

1998 Ruffin Mill Road
Colonial Heights, VA 23834

JOURNEY HEALTH & LIFESTYLE BRANDS INC.,
a Delaware corporation

By: 
Name: Craig Zumbo
Title: Chief Financial Officer


Address of Lender:

6300 Bridgepoint Parkway
Building 1, Suite 480
Austin, TX 78730

LENDER:

ESCALATE CAPITAL IV, LP,
a Delaware limited partnership

By: Escalate Capital GP IV, LLC, its general partner

By: _____

Name: William A. Schell

Title: Manager/Member

SCHEDULE I
Trademarks

Trademark Registrations

TRADEMARK	OWNER	SERIAL NO. / FILING DATE	REGISTRATION NO.	REGISTRATION DATE
5 WHEEL STABILITY	firstSTREET for Boomers and Beyond, Inc.	90675123 04/27/2021	N/A	N/A
SCOOTLE	firstSTREET for Boomers and Beyond, Inc.	90097858 08/06/2020	N/A	N/A
CURBMASTER	firstSTREET for Boomers and Beyond, Inc.	90080081 07/29/2020	N/A	N/A
HANDI LIFTER	firstSTREET for Boomers and Beyond, Inc.	90390287 12/17/2020	N/A	N/A
SWIVEL BED	firstSTREET for Boomers and Beyond, Inc.	90548445 02/26/2021	N/A	N/A
SWIVEL BED	firstSTREET for Boomers and Beyond, Inc.	90548444 02/26/2021	N/A	N/A
REHABCYCLE	firstSTREET for Boomers and Beyond, Inc.	90548439 02/26/2021	N/A	N/A

TRADEMARK	OWNER	SERIAL NO. / FILING DATE	REGISTRATION NO.	REGISTRATION DATE
REHABCYCLE	firstSTREET for Boomers and Beyond, Inc.	90548438 02/26/2021	N/A	N/A
STAND ASSIST	firstSTREET for Boomers and Beyond, Inc.	90546246 02/25/2021	N/A	N/A
5 WHEEL MANEUVERABILITY	firstSTREET for Boomers and Beyond, Inc.	90363078 12/07/2020	N/A	N/A
MICROLUX	firstSTREET for Boomers and Beyond, Inc.	90043912 07/09/2020	6694994	04/05/2022
UPBED	firstSTREET for Boomers and Beyond, Inc.	88865466 04/09/2020	6381651	06/08/2021
5 WHEEL STABILITY	firstSTREET for Boomers and Beyond, Inc.	88790852 02/10/2020	N/A	N/A
DURALUX	firstSTREET for Boomers and Beyond, Inc.	88594019 08/27/2019	6302161	03/23/2021
ZINGER	firstSTREET for Boomers and Beyond, Inc.	88491451 06/27/2019	N/A	N/A

TRADEMARK	OWNER	SERIAL NO. / FILING DATE	REGISTRATION NO.	REGISTRATION DATE
ZINGER	firstSTREET for Boomers and Beyond, Inc.	88491438 06/27/2019	N/A	N/A
ZINGER	firstSTREET for Boomers and Beyond, Inc.	88491447 06/27/2019	N/A	N/A
ZOOMER	firstSTREET for Boomers and Beyond, Inc.	88326613 03/05/2019	N/A	N/A
MYWOW COMPUTER	firstSTREET for Boomers and Beyond, Inc.	88718619 12/06/2019	N/A	N/A
NIGHTLIGHTER	firstSTREET for Boomers and Beyond, Inc.	88326624 03/05/2019	6005385	03/10/2020
PERFECT WALKER	firstSTREET for Boomers and Beyond, Inc.	88792398 02/11/2020	6044416	04/28/2020
DURALUX	firstSTREET for Boomers and Beyond, Inc.	88326621 03/05/2019	6011300	03/17/2020
5 WHEEL ANTI-TIP TECHNOLOGY	firstSTREET for Boomers and Beyond, Inc.	88326628 03/05/2019	5979963	02/04/2020

TRADEMARK	OWNER	SERIAL NO. / FILING DATE	REGISTRATION NO.	REGISTRATION DATE
PERFECT SLEEP CHAIR	firstSTREET for Boomers and Beyond, Inc.	88580711 08/15/2019	5973351	01/28/2020
PERFECT CHOICE HD ULTRA	firstSTREET for Boomers and Beyond, Inc.	87115971 07/26/2016	6380488	06/08/2021
DESIGNED FOR SENIORS	firstSTREET for Boomers and Beyond, Inc.	87550781 08/01/2017	5723952	04/09/2019
AUTOLOAD SCOOTER	firstSTREET for Boomers and Beyond, Inc.	87215195 10/25/2016	5676766	02/12/2019
JUST MY HEIGHT	firstSTREET for Boomers and Beyond, Inc.	87550812 08/01/2017	5462659	05/08/2018
EASY CLIMBER	firstSTREET for Boomers and Beyond, Inc.	86977820 05/02/2014	4878818	12/29/2015
BALANCED SPECTRUM	firstSTREET for Boomers and Beyond, Inc.	86839272 12/04/2015	4993426	04/05/2016
WOW! COMPUTER	firstSTREET for Boomers and Beyond, Inc.	86794332 10/21/2015	5107627	12/27/2016

TRADEMARK	OWNER	SERIAL NO. / FILING DATE	REGISTRATION NO.	REGISTRATION DATE
PERFECT SLEEP CHAIR	firstSTREET for Boomers and Beyond, Inc.	86132324 12/02/2013	4561648	07/01/2014
TV BUDS	firstSTREET for Boomers and Beyond, Inc.	86165335 01/14/2014	4813679	09/15/2015
PERFECT CHOICE HD	firstSTREET for Boomers and Beyond, Inc.	85476795 11/18/2011	4388811	08/20/2013
NIGHT PROOFS	firstSTREET for Boomers and Beyond, Inc.	85323747 05/18/2011	4292952	02/19/2013
HOMEAGE	firstSTREET for Boomers and Beyond, Inc.	85610044 04/27/2012	5049960	09/27/2016
AIHR AGING IN THE HOME REMODELERS	firstSTREET for Boomers and Beyond, Inc.	85496223 12/15/2011	4956094	05/10/2016
AGING IN THE HOME REMODELERS	firstSTREET for Boomers and Beyond, Inc.	85407224 08/25/2011	4851498	11/10/2015
CARELOGUE	firstSTREET for Boomers and Beyond, Inc.	85323761 05/18/2011	4672046	01/13/2015

TRADEMARK	OWNER	SERIAL NO. / FILING DATE	REGISTRATION NO.	REGISTRATION DATE
PERFECT READER	firstSTREET for Boomers and Beyond, Inc.	78802134 01/30/2006	3383086	02/12/2008
MIRACLE PHONE	firstSTREET for Boomers and Beyond, Inc.	78578157 03/02/2005	3059070	02/14/2006
SEE IT HERE FIRST	firstSTREET for Boomers and Beyond, Inc.	78441024 06/24/2004	3045069	01/17/2006
FIRSTSTREET	firstSTREET for Boomers and Beyond, Inc.	78436139 06/16/2004	3037718	01/03/2006
BALANCED SPECTRUM	firstSTREET for Boomers and Beyond, Inc.	78231997 03/31/2003	2811958	02/03/2004
AGING IN THE HOME	firstSTREET for Boomers and Beyond, Inc.	77502646 06/19/2008	3567390	01/27/2009
DESIGNED FOR SENIORS	firstSTREET for Boomers and Beyond, Inc.	77642166 12/31/2008	3614183	04/28/2009
EASY CLIMBER	firstSTREET for Boomers and Beyond, Inc.	77462811 05/01/2008	3624381	05/19/2009

TRADEMARK	OWNER	SERIAL NO. / FILING DATE	REGISTRATION NO.	REGISTRATION DATE
AGING IN YOUR HOME	firstSTREET for Boomers and Beyond, Inc.	77231829 07/17/2007	3693165	10/06/2009
FOR BOOMERS AND BEYOND	firstSTREET for Boomers and Beyond, Inc.	77137449 03/22/2007	3417070	04/29/2008
LP SAVER	firstSTREET for Boomers and Beyond, Inc.	77437171 04/01/2008	3530531	11/11/2008
TECHNOBRANDS	firstSTREET for Boomers and Beyond, Inc.	75939414 03/09/2000	2863035	07/13/2004
TECHNOSCOUT	firstSTREET for Boomers and Beyond, Inc.	75941994 03/11/2000	2465441	07/03/2001
ZOOMER LITE	firstSTREET for Boomers and Beyond, Inc.	97311124 03/14/2022	N/A	N/A
SO LITE	firstSTREET for Boomers and Beyond, Inc.	90869098 08/06/2021	N/A	N/A
JOURNEY HEALTH	firstSTREET for Boomers and Beyond, Inc.	90869091 08/06/2021	N/A	N/A

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL NO. / FILING DATE</i>	<i>REGISTRATION NO.</i>	<i>REGISTRATION DATE</i>
JOURNEY HEALTH & LIFESTYLE	firstSTREET for Boomers and Beyond, Inc.	90869079 08/06/2021	N/A	N/A