

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM734918

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FIRSTSTREET FOR BOOMERS AND BEYOND, INC.		06/14/2022	Corporation: VIRGINIA

**RECEIVING PARTY DATA**

<b>Name:</b>	WHITE OAK HEALTHCARE FINANCE, LLC
<b>Street Address:</b>	1155 6TH AVENUE
<b>Internal Address:</b>	15TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 56**

Property Type	Number	Word Mark
Registration Number:	6694994	MICROLUX
Registration Number:	6381651	UPBED
Registration Number:	6302161	DURALUX
Registration Number:	6005385	NIGHTLIGHTER
Registration Number:	6044416	PERFECT WALKER
Registration Number:	6011300	DURALUX
Registration Number:	5979963	5 WHEEL ANTI-TIP TECHNOLOGY
Registration Number:	5973351	PERFECT SLEEP CHAIR
Registration Number:	6380488	PERFECT CHOICE HD ULTRA
Registration Number:	5723952	DESIGNED FOR SENIORS
Registration Number:	5676766	AUTOLOAD SCOOTER
Registration Number:	5462659	JUST MY HEIGHT
Registration Number:	4878818	EASY CLIMBER
Registration Number:	4993426	BALANCED SPECTRUM
Registration Number:	5107627	WOW! COMPUTER
Registration Number:	4561648	PERFECT SLEEP CHAIR
Registration Number:	4813679	TV BUDS

OP \$1415.00 6694994

Property Type	Number	Word Mark
Registration Number:	4388811	PERFECT CHOICE HD
Registration Number:	4292952	NIGHT PROOFS
Registration Number:	5049960	HOMEAGE
Registration Number:	4956094	AIHR AGING IN THE HOME REMODELERS
Registration Number:	4851498	AGING IN THE HOME REMODELERS
Registration Number:	4672046	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:	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:	88790852	5 WHEEL STABILITY
Serial Number:	88491451	ZINGER
Serial Number:	88491438	ZINGER
Serial Number:	88491447	ZINGER
Serial Number:	88326613	ZOOMER
Serial Number:	88718619	MYWOW COMPUTER
Serial Number:	97311124	ZOOMER LITE
Serial Number:	90869098	SO LITE
Serial Number:	90869091	JOURNEY HEALTH

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

**CORRESPONDENCE DATA**

**Fax Number:** 7045032622

*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:** 7045032600

**Email:** msheehan@kslaw.com

**Correspondent Name:** King & Spalding LLP

**Address Line 1:** 300 S. Tryon St., Ste 1700

**Address Line 2:** Attn: Moira Sheehan

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 24647.615014

**NAME OF SUBMITTER:** Moira Sheehan

**SIGNATURE:** /Moira Sheehan/

**DATE SIGNED:** 06/15/2022

**Total Attachments: 13**

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THIS AMENDED AND RESTATED 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 White Oak Healthcare Finance, LLC a Delaware limited liability company ("WOHCF"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lender Parties (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, FIRSTSTREET FOR BOOMERS AND BEYOND, INC., a Virginia corporation, as the Borrower Representative, 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, certain Lenders party thereto and White Oak Healthcare Finance, LLC, as Administrative Agent for such Lenders 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");

WHEREAS, this Trademark Security Agreement amends, restates and replaces in its entirety that certain Trademark Security Agreement dated as of May 28, 2021 (the "Original Trademark Security Agreement") by and among Parent, firstSTREET, Grantors and Agent; provided that the security interests granted in favor of Agent in the Trademark Collateral shall continue to be perfected and related back to the date of the Original Trademark Security Agreement.

WHEREAS, pursuant to Section 3.01 of the Loan Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Lenders, 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 Lenders and Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

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

Section 2. Reaffirmation of Initial and Prior Grant and 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 Agent for the benefit of the Lender Parties, reaffirms its initial and prior grant, pursuant to the Original Trademark Security Agreement, to Agent for the benefit of the Lender Parties, of a continuing Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral, and grants to Agent for the benefit of the Lender Parties 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;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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 Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent 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

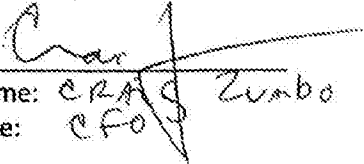
legal equivalent of manual signatures. The term "Electronic Signature" means (i) the signing party's manual signature on a signature page, converted by the signing party (or its agent) to facsimile or digital form (such as a .pdf file) and received from the customary email address or customary facsimile 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, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIRSTSTREET FOR BOOMERS AND BEYOND, INC.  
as Grantor

By:   
Name: CRAIG Zumbo  
Title: CFO

[Signature Page to Amended and Restated Trademark Security Agreement]

TRADEMARK  
REEL: 007752 FRAME: 0952

ACCEPTED AND AGREED  
as of the date first above written:

WHITE OAK HEALTHCARE FINANCE, LLC,  
as Agent

DocuSigned by:

By:

*Jason Dufour*

Name: Jason Dufour

Title: Executive Vice President, Chief Credit  
Officer



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<b>TRADEMARK</b>	<b>OWNER</b>	<b>SERIAL NO. / FILING DATE</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
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

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

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

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

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

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

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

JOURNEY HEALTH & LIFESTYLE	firstSTREET for Boomers and Beyond, Inc.	90869079 08/06/2021	N/A	N/A
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