

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EYEECO HOLDINGS, LLC		08/05/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS AGENT		
Street Address:	Two Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86697289	D.E.R.M. DRY EYE RELIEF MASK	
Serial Number:	86964799	EYECLOUD	
Serial Number:	86964927	EYEECO	
Serial Number:	86964854	EYESEALS	
Serial Number:	88811360	ONYIX	
Serial Number:	88811395	QUARTZ	
Serial Number:	87809388	TRANQUILEYES	
Serial Number:	88480486	TRANQUILVIBES	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	404-443-5647		
Email:	cfraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1230 Peachtree Street, Suite 2100		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	Acumen 2060236.0195		

OP \$215.00 86697289

NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	08/12/2022
Total Attachments: 5 source=Acumen joinder - Trademark Securty Agreement#page1.tif source=Acumen joinder - Trademark Securty Agreement#page2.tif source=Acumen joinder - Trademark Securty Agreement#page3.tif source=Acumen joinder - Trademark Securty Agreement#page4.tif source=Acumen joinder - Trademark Securty Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 5, 2022, is made by EyeEco Holdings, LLC, a Delaware limited liability company (“Grantor”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 31, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among by and among (i) Acumen Health Holdings, LLC, a Delaware limited liability company (“Holdings”), (ii) PRN Physician Recommended Nutraceuticals, LLC, a Delaware limited liability company (“PRN”), (iii) Veterinarian Recommended Solutions, LLC, a Delaware limited liability company (“VRS” and together with Holdings and PRN, their successors and permitted assigns, collectively the “Borrowers” and each a “Borrower”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

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 Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured 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, including, without limitation, those pending and registered Trademarks referred to on Schedule 1 hereto;

1. all renewals of the foregoing;
2. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

3. 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.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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.

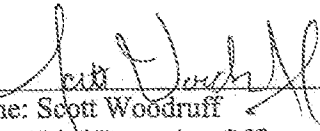
GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[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.

Very truly yours,

EYEECO HOLDINGS, LLC
as Grantor

By: 
Name: Scott Woodruff
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By: Irina Arora-Neale
Name: Irina Arora-Neale
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Mark	Registration Number	Serial Number	Current Owner
D.E.R.M. DRY EYE RELIEF MASK	4940501	86697289	EyeEco Holdings, LLC
EYE CLOUD	5470177	86964799	EyeEco Holdings, LLC
EYEECO	5283578	86964927	EyeEco Holdings, LLC
EYEESEALS	5077827	86964854	EyeEco Holdings, LLC
ONYIX	6236918	88811360	EyeEco Holdings, LLC
QUARTZ	6236919	88811395	EyeEco Holdings, LLC
TRANQUILEYES	5570535	87809388	EyeEco Holdings, LLC
TRANQUILVIBES	5950033	88480486	EyeEco Holdings, LLC
D.E.R.M. DRY EYE RELIEF MASK	4940501	86697289	EyeEco Holdings, LLC
EYE CLOUD	5470177	86964799	EyeEco Holdings, LLC