

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM754091

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SYNERGENX HEALTH HOLDINGS, LLC		09/06/2022	Limited Liability Company: TEXAS
LOW-T IP HOLDINGS, L.L.C.		09/06/2022	Limited Liability Company: WYOMING
HER KARE HOLDINGS, LLC		09/06/2022	Limited Liability Company: TEXAS
HEALTHCO OPERATIONS, L.L.C.		09/06/2022	Limited Liability Company: WYOMING

## RECEIVING PARTY DATA

<b>Name:</b>	Chatham Capital Management, LLC
<b>Street Address:</b>	1230 Peachtree Street NE
<b>Internal Address:</b>	Suite 1750
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30309
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	5704402	LOW T CENTER REINVENTING MEN'S HEALTHCAR
<b>Registration Number:</b>	3916423	LOW T CENTER
<b>Registration Number:</b>	6817088	SYNERGENX
<b>Registration Number:</b>	4668381	HER KARE
<b>Registration Number:</b>	4636579	HER KARE
<b>Serial Number:</b>	97192895	TOMORROWMED

## 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: Christel Harlacher c/o McGuireWoods LLP

Address Line 1: 800 East Canal Street

TRADEMARK

<b>Address Line 4:</b>	Richmond, VIRGINIA 23219
<b>NAME OF SUBMITTER:</b>	Christel E. Harlacher
<b>SIGNATURE:</b>	/Christel E. Harlacher/
<b>DATE SIGNED:</b>	09/08/2022
<b>Total Attachments: 5</b> source=SynergenX - Trademark Security Agreement Executed#page1.tif source=SynergenX - Trademark Security Agreement Executed#page2.tif source=SynergenX - Trademark Security Agreement Executed#page3.tif source=SynergenX - Trademark Security Agreement Executed#page4.tif source=SynergenX - Trademark Security Agreement Executed#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (each, a “Grantor”) for the benefit of Chatham Capital Management, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of September 6, 2022, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit

Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Georgia.

"Trademarks" means (a) all trademarks, trade names, corporate names, each Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

**SYNERGENX HEALTH HOLDINGS, LLC**  
a Texas limited liability company,  
as a Grantor

By: WWL  
Name: Wayne W Wilson  
Title: CEO

**LOW-T IP HOLDINGS, L.L.C.**  
a Wyoming limited liability company,  
as a Grantor

By: WWL  
Name: Wayne Wilson  
Title: Chief Executive Officer

**HER KARE HOLDINGS, LLC**  
a Texas limited liability company,  
as a Grantor


By: WWL  
Name: Wayne Wilson  
Title: Chief Executive Officer

**HEALTHCO OPERATIONS, L.L.C.**  
a Wyoming limited liability company,  
as a Grantor

By: WWL  
Name: Wayne Wilson  
Title: Chief Executive Officer

Acknowledged:

**CHATHAM CAPITAL MANAGEMENT, LLC, as**  
Administrative Agent




By:  \_\_\_\_\_  
Name: Jeff Hagar  
Title: Partner

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007842 FRAME: 0541**

SCHEDULE 1

**TRADEMARK COLLATERAL**

Owner	Title	Mark	Registration Number	Registration Date	Serial Number	Filing Date
Low-T IP Holdings, L.L.C.	LOW T CENTER REINVENTING MEN'S HEALTHCARE		5704402	March 19, 2019	87696487	November 24, 2017
Low-T IP Holdings, L.L.C.	LOW T CENTER		3916423	February 8, 2011	85021254	April 22, 2010
SynergenX Health Holdings, LLC	SynergenX		6817088	August 16, 2022	88629176	
Her Kare Holdings, L.L.C.	HER KARE		4668381	January 6, 2015	86057352	September 6, 2013
Her Kare Holdings, L.L.C.	HER KARE		4636579	November 11, 2014	86232290	March 26, 2014
Healthco Operations, L.L.C.	TOMORROWMED				97192895	December 28, 2021