

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764202

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDI IP, LLC		10/28/2022	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as Collateral Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5618006	MEDILIVING	
Registration Number:	5356715	MEDILIVING	
Registration Number:	4842996	MEDI-WEIGHTLOSS SIGNATURE MENUS	
Registration Number:	4641762	MEDI WEIGHTLOSS	
Registration Number:	4391501	MEDI WEIGHTLOSS	
Registration Number:	4391494	MEDI WEIGHTLOSS	
Registration Number:	4384086	MEDI-WEIGHTLOSS	
Registration Number:	4092005	INTERACTIVE EXERCISE	
Registration Number:	3991081	SCIENCE FOR LIFE	
Registration Number:	3728305	VITA	
Registration Number:	3728249	VITA NUTRITIONALS	
Registration Number:	3634854	MEDI WEIGHT LOSS CLINICS	
Registration Number:	3634815	MEDI WEIGHTLOSS CLINICS	
Registration Number:	3617270	WHOLE LOTTA LOVE	
Registration Number:	3404655	MEDI WEIGHTLOSS CLINICS	
Registration Number:	3384764	THE ONE THAT WORKS!	
Registration Number:	3326228	MEDI-WEIGHTLOSS CLINICS	
CORRESPONDENCE DATA			

OP \$440.00 5618006

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	043732.000094
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NAME OF SUBMITTER:	John Slaughter
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SIGNATURE:	/john slaughter/
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DATE SIGNED:	10/28/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of October 28, 2022 (this “**Trademark Security Agreement**”), is made by the signatory hereto (the “**Grantor**”) in favor of Alter Domus (US) LLC, in its capacity as collateral agent (in such capacity, together with its successors and permitted assigns the “**Collateral Agent**”) pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Medi-Weightloss Intermediate Holdings, Inc., a Delaware corporation (“**Holdings**”), Medi-Weightloss Buyer, Inc., a Delaware corporation (the “**Borrower**”), the Lenders party thereto from time to time, PineBridge Private Credit Agent LLC, as administrative agent (“**Administrative Agent**”), and the Collateral Agent.

WITNESSETH:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantor, the other Domestic Loan Parties party thereto, Administrative Agent and Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Administrative Agent and Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following Collateral (excluding any Excluded Property) of the Grantor: the Trademarks listed on Schedule I, attached hereto, together with all goodwill and general intangibles of the Grantor relating thereto or represented thereby and all proceeds of the foregoing (collectively, the “Trademark Collateral”).

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same

Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Loan Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf") shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Trademark Security Agreement as of the date first written above.

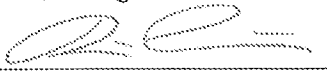
GRANTOR:

MEDI IP, LLC

DocuSigned by:
John Kaloust
By: _____
Name: John Kaloust
Title: Chief Operating Officer

AGREED AND ACCEPTED
as of the date first written above:

ALTER DOMUS (US) LLC,
as Collateral Agent

By: 

Name: Pinju Chiu

Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007879 FRAME: 0538

SCHEDULE I

**Medi IP, LLC
(Florida Limited Liability Company)**

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
MEDILIVING	5618006	11/27/2018
MEDILIVING	5356715	12/12/2017
MEDI-WEIGHTLOSS SIGNATURE MENUS	4842996	10/27/2015
MEDI WEIGHTLOSS and Design	4641762	11/18/2014
MEDI WEIGHTLOSS and Design	4391501	08/27/2013
MEDI WEIGHTLOSS and Design	4391494	08/27/2013
MEDI-WEIGHTLOSS	4384086	08/13/2013
INTERACTIVE EXERCISE and Design	4092005	01/24/2012
SCIENCE FOR LIFE	3991081	07/05/2011
VITA and Design	3728305	12/22/2009
VITA NUTRITIONALS	3728249	12/22/2009
MEDI WEIGHT LOSS CLINICS and Design	3634854	06/09/2009
MEDI WEIGHTLOSS CLINICS and Design	3634815	06/09/2009
WHOLE LOTTA LOVE	3617270	05/05/2009
MEDI WEIGHTLOSS CLINICS and Design	3404655	04/01/2008
THE ONE THAT WORKS!	3384764	02/19/2008
MEDI-WEIGHTLOSS CLINICS	3326228	10/30/2007