

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VITAMIN DISCOUNT CENTER, LLC		11/03/2022	Limited Liability Company: DELAWARE
HUPPINS ONECALL LLC		11/03/2022	Limited Liability Company: DELAWARE
FIREFLY BUYS, LLC		11/03/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION, as Grantee and Agent		
Street Address:	340 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3109138	FOR LIFE. FOR LESS.	
Registration Number:	4936172	FOR LIFE. FOR LESS.	
Registration Number:	5352437	VITAMIN DISCOUNT CENTER	
Registration Number:	2790613	VITAMIN DISCOUNT CENTER	
Registration Number:	4308280	FORM ESSENTIALS	
Registration Number:	4781903	SOLUS	
Registration Number:	5255072	BODY VIGOR	
Serial Number:	88737831		
Serial Number:	88728963	VDCUSA	
Registration Number:	5986429	DIVVI!	
Registration Number:	2997383	ONECALL	
Registration Number:	4078485	FIREFLY BUYS	
Registration Number:	5654384	JUST BRIGHT	
Registration Number:	5673599	THE FIREFLY COLLECTION	
Registration Number:	5717853	THE FIREFLY COLLECTION	

OP \$465.00 3109138

Property Type	Number	Word Mark
Registration Number:	5926038	FIREFLY BUYS
Registration Number:	5971332	
Serial Number:	90891640	YOUR PRODUCT IS YOUR PASSION, MAKING IT

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Gloria Sheehan

SIGNATURE: /Gloria Sheehan/

DATE SIGNED: 11/10/2022

Total Attachments: 9

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

VITAMIN DISCOUNT CENTER, LLC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) November 3, 2022

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC BANK, NATIONAL ASSOCIATION,
as Grantee and Agent

Internal Address:

Street Address: 340 Madison Avenue

City: New York

State: NY

Country: USA

Zip: 10173

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Amended and Restated Trademark Security Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers
- Expiration Date
- b. Deposit Account Number
- Authorized User Name:

9. Signature:

Signature

November 10, 2022

Date

Total number of pages including cover sheet, attachments, and document: 9

Gloria Sheehan
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6695, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ADDITIONAL NAMES OF CONVEYING PARTIES

HUPPINS ONECALL LLC

LLC

DELAWARE

FIREFLY BUYS, LLC

LLC

DELAWARE

7222295.1

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this “**A&R Trademark Security Agreement**”), dated as of November 3, 2022, is made by VITAMIN DISCOUNT CENTER, LLC, a Delaware limited liability company (“**VDC**”), HUPPINS ONECALL LLC, a Delaware limited liability company (“**Huppins**”), and FIREFLY BUYS, LLC, a Delaware limited liability company (“**Firefly**”; and together with VDC and Huppins, each a “**Grantor**” and collectively, the “**Grantors**”), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, the “**Grantee**”) for the financial institutions which are now or which hereafter become a party thereto as lenders (collectively, the “**Lenders**” and each individually, a “**Lender**”) to that certain Revolving Credit and Security Agreement, and Guaranty (as in effect on the date hereof and as amended, restated, modified and supplemented from time to time, the “**Credit Agreement**”), dated as of December 22, 2020, by and among Grantors and each Person joined thereto as a borrower from time to time, each a “**Borrower**” and, individually and collectively, jointly and severally, “**Borrowers**”), the Guarantors party thereto, Grantee and Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have extended and may extend certain loans and other financial accommodations to the Borrowers;

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to Grantee a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, the Grantor has agreed to execute and deliver this A&R Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office (“**USPTO**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Grantee as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **Grant of Security.** Each Grantor hereby pledges and grants to the Grantee a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademarks and trademark applications set forth on **Schedule I** hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor’s business symbolized by the foregoing or connected therewith (the “**Trademarks**”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement,

misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this A&R Trademark Security Agreement to the contrary, the term “Trademark Collateral” shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Each Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this A&R Trademark Security Agreement upon request by the Grantee.

4. Other Documents. This A&R Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantee with respect to the Trademark Collateral are as provided by the Credit Agreement and Other Documents and nothing in this A&R Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. [Reserved].

6. Execution in Counterparts. This A&R Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this A&R Trademark Security Agreement by facsimile or in electronic format (*i.e.*, “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this A&R Trademark Security Agreement.

7. Successors and Assigns. This A&R Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This A&R Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this A&R Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantor and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this A&R Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

10. Amendment and Restatement. This A&R Trademark Security Agreement amends, restates, replaces and supersedes the Trademark Security Agreement, dated May 11, 2021 (“Existing Trademark Security Agreement”), between Vitadepot.com, LLC and Grantee. This A&R Trademark Security Agreement is being delivered in substitution for and replacement of, and not in satisfaction of, the Existing Trademark Security Agreement. This A&R Trademark Security Agreement is not intended to

extinguish, release or otherwise discharge any Grantor's obligations under the Existing Trademark Security Agreement and is not intended to be a novation of any Grantor's obligations thereunder.

[Signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this A&R Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTORS:

VITAMIN DISCOUNT CENTER, LLC

By:  _____

Name: Taylor Hamilton

Title: Chief Executive Officer


HUPPINS ONECALL LLC

By:  _____

Name: Taylor Hamilton

Title: Chief Executive Officer

FIREFLY BUYS, LLC

By:  _____

Name: Taylor Hamilton

Title: Chief Executive Officer


AGREED TO AND ACCEPTED:




PNC BANK, NATIONAL ASSOCIATION,
as Grantee and Agent for the Lenders

By: *Jordan Azar*
Name: Jordan Azar
Title: Vice President

Address: 340 Madison Avenue
New York, NY 10173

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Vitamin Discount Center, LLC	U.S.	FOR LIFE. FOR LESS.	78639674 3109138	5/4/2020	6/27/2006	
Vitamin Discount Center, LLC	U.S.	FOR LIFE. FOR LESS.	86734512 4936172	5/4/2020	4/12/2016	
Vitamin Discount Center, LLC	U.S.	VITAMIN DISCOUNT CENTER	87519649 5352437	7/7/2017	12/5/2017	
Vitamin Discount Center, LLC	U.S.	VITAMIN DISCOUNT CENTER	76440395 2790613	8/8/2002	12/9/2003	
Vitamin Discount Center, LLC	U.S.	FORM ESSENTIALS	85670990 4308280	7/7/2012	3/26/2013	
Vitamin Discount Center, LLC	U.S.	SOLUS	86474619 4781903	12/8/2014	7/28/2015	
Vitamin Discount Center, LLC	U.S.	BODY VIGOR	87258668 5255072	12/6/2016	8/1/2017	
Vitamin Discount Center, LLC	U.S.	VDCUSA (logo)	88737831	12/23/2019	08/10/2021	
Vitamin Discount Center, LLC	U.S.	VDCUSA (word and logo)	88728963	12/16/2019	08/10/2021	
Huppins OneCall, LLC	U.S.	DIVVI!	88473427 5986429	6/14/2019	2/11/2020	PNC
Huppins OneCall, LLC	U.S.	ONECALL	78391799 2997383	3/26/2004	9/20/2005	
Firefly Buys, LLC	U.S.	FIREFLY BUYS	4078485		01/03/2012	
Firefly Buys, LLC	U.S.	 [JUST BRIGHT & Design]	5654384		01/15/2019	

Firefly Buys, LLC	U.S.	 [THE FIREFLY COLLECTION & Design]	5673599		02/12/2019	
Firefly Buys, LLC	U.S.	THE FIREFLY COLLECTION	5717853		04/02/2019	
Firefly Buys, LLC	U.S.	 [FIREFLY BUYS (Stylized)]	5926038		12/03/2019	
Firefly Buys, LLC	U.S.		5971332		01/28/2020	
Firefly Buys, LLC	U.S.	YOUR PRODUCT IS YOUR PASSION, MAKING IT SHINE ONLINE IS OURS	90891640		Pending	

[A&R Trademark Security Agreement]