

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781872

| | | | |
|---|---|--------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TOTAL MD, LLC | | 01/19/2023 | Limited Liability Company: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Alignment Debt Holdings 1, LLC, as Agent | | |
| Street Address: | 810 7th Avenue, 22nd Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5345421 | TOALMEN'S PRIMARY CARE | |
| Serial Number: | 97384482 | TOTAL MEN'S PRIMARY CARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| | <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: | 612-492-6854 | | |
| Email: | IP.Docket@dorsey.com | | |
| Correspondent Name: | Cathleen F. Dahl - DORSEY & WHITNEY LLP | | |
| Address Line 1: | 50 South Sixth Street, Suite 1500 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| ATTORNEY DOCKET NUMBER: | 513078-00008 AOP | | |
| NAME OF SUBMITTER: | Cathleen F. Dahl | | |
| SIGNATURE: | /Cathleen F. Dahl/ | | |
| DATE SIGNED: | 01/20/2023 | | |
| Total Attachments: 3 | | | |
| source=Total MD LLC to Alignment Debt Holdings 1 LLC - Assignment for Security Trademarks - executed 01-19-2023#page1.tif | | | |
| source=Total MD LLC to Alignment Debt Holdings 1 LLC - Assignment for Security Trademarks - executed | | | |

OP \$65.00 5345421

01-19-2023#page2.tif

source=Total MD LLC to Alignment Debt Holdings 1 LLC - Assignment for Security Trademarks - executed

01-19-2023#page3.tif

ASSIGNMENT FOR SECURITY
TRADEMARKS

January 19, 2023

WHEREAS, TOTAL MD, LLC., a Texas limited liability company (the “**Assignor**”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Assignor, among others, has entered into a Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time the “**Security Agreement**”; capitalized terms used herein without definition shall have the meanings given to such terms in the Security Agreement), in favor of Alignment Debt Holdings 1, LLC, as Agent (the “**Assignee**”) for the benefit of the Secured Parties;

WHEREAS, pursuant to the Security Agreement, the Assignor has collaterally assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Collateral**”), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, collaterally assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the Secured Parties observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment for Security to be duly executed by its officer thereunto duly authorized as of the date first above written.

TOTAL MD, LLC.,
a Texas limited liability company

By: 
Name: Michael Wiggin
Title: Chief Financial Officer

[Signature Page to Assignment for Security (Trademarks)]

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by Total MD, LLC.

| <u>Mark</u> | <u>Application / Registration No.</u> | <u>Application / Registration Date</u> | <u>Country</u> | <u>Assignor</u> |
|--|---|--|-----------------------------|-----------------|
| Total Men's Primary Care  | 5,345,421 | November 28, 2017 | United States of America | Total MD, LLC. |
| Total Men's Primary Care | 97384482 | April 27, 2022 | United States of America | Total MD, LLC. |