

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Milk Specialties Company		02/06/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Serial Number:	71581730	CALVITA	
Serial Number:	97503406		
Serial Number:	97503413		
Serial Number:	97503418		
Serial Number:	97503425		
Serial Number:	77590994	ACTIVE NUTRITION FOR A HEALTHY WORLD	
Serial Number:	85799886	BARSOFT	
Serial Number:	86321195	CALF ALLY	
Serial Number:	86321445	CASPRO	
Serial Number:	88957456	DURACOAT	
Serial Number:	75587320	EXCELERATE	
Serial Number:	73654032	FAT PAK	
Serial Number:	86689551	GREEKPRO	
Serial Number:	87274306	KAY'S	
Serial Number:	78550558	KAY'S NATURALS	
Serial Number:	75467487	KWIX MIX	
Serial Number:	75657425	LIQUI-WEAN	
Serial Number:	97503343	MILK SPECIALTIES GLOBAL	
Serial Number:	97503352	MILK SPECIALTIES GLOBAL	

CH \$990.00 71581730

Property Type	Number	Word Mark
Serial Number:	97503390	MILK SPECIALTIES GLOBAL
Serial Number:	97503398	MILK SPECIALTIES GLOBAL
Serial Number:	77557366	MILK SPECIALTIES GLOBAL
Serial Number:	88961880	MULTAPRO
Serial Number:	87465351	MUSCLEPEP
Serial Number:	90173774	NUTRACREAM
Serial Number:	97199146	NUTRACREAM
Serial Number:	78300995	NUTRASTART
Serial Number:	88932985	NUTRIPRO
Serial Number:	86952037	ORGANI-CALF
Serial Number:	87575889	ORGANI-LAC
Serial Number:	87393601	PASS THE PEAS
Serial Number:	77347545	PERKI-LAC
Serial Number:	85799838	PROBEV
Serial Number:	87939454	PRORIZ
Serial Number:	87939489	PRORIZ
Serial Number:	76155148	PROTEIN CHIPS
Serial Number:	73543298	SUPER LAMB
Serial Number:	88957450	VITALCHOL DX
Serial Number:	88448165	ZERLAC

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.

Phone: 3129932652

Email: heather.poitras@lw.com

Correspondent Name: Heather Poitras

Address Line 1: c/o Latham & Watkins 330 N Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049067-0472

NAME OF SUBMITTER: Heather Poitras

SIGNATURE: /hp/

DATE SIGNED: 02/06/2023

Total Attachments: 8

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SHORT FORM
TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated February 6, 2023, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of JPMORGAN CHASE BANK, N.A. ("JPMorgan") as Collateral Agent (the "Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, NOURISH PARENT, INC., a Delaware corporation ("Holdings"), NOURISH BUYER I, INC., a Delaware corporation (the "Borrower"), each Guarantor from time to time party thereto, JPMorgan, as administrative agent (in such capacity, and together with its successors and permitted assigns, the "Administrative Agent"), collateral agent (in such capacity, and together with its successors and permitted assigns, the "Collateral Agent"), swing line lender and an L/C issuer, each Lender from time to time party thereto and the other parties thereto have entered into the Credit Agreement dated as of February 6, 2023 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property)

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

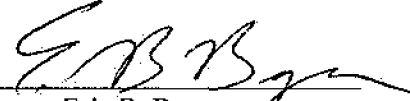
ENERGY BOOSTER NEWCO, LLC,
as Initial Grantor

DocuSigned by:
By: Timothy Preuninger
Name: Timothy Preuninger
Title: Chief Financial Officer

MILK SPECIALTIES COMPANY,
as Initial Grantor



DocuSigned by:
By: Timothy Preuninger
Name: Timothy Preuninger
Title: Chief Financial Officer


JPMORGAN CHASE BANK, N.A.,
as Collateral Agent


By: 
Name: Eric B. Bergeson
Title: Authorized Officer

SCHEDULE A

Trademark Registrations and Trademark Applications

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
MILK SPECIALTIES COMPANY	CALVITA	U.S.	07/09/1949	71/581,730	07/29/1952	562,159
ENERGY BOOSTER NEWCO, LLC	EB-MET 	U.S.	08/10/2018	88/073,035	03/05/2019	5,693,728
MILK SPECIALTIES COMPANY		U.S.	07/14/2022	97/503,406		
MILK SPECIALTIES COMPANY		U.S.	07/14/2022	97/503,413		
MILK SPECIALTIES COMPANY		U.S.	07/14/2022	97/503,418		
MILK SPECIALTIES COMPANY		U.S.	07/14/2022	97/503,425		
MILK SPECIALTIES COMPANY	ACTIVE NUTRITION FOR A HEALTHY WORLD	U.S.	10/12/2008	77/590,994	10/07/2009	3,703,215
MILK SPECIALTIES COMPANY	BARsoft	U.S.	12/11/2012	85/799,886	07/23/2013	4,372,238
MILK SPECIALTIES COMPANY	CALF ALLY	U.S.	06/26/2014	86/321,195	08/18/2015	4,793,077
MILK SPECIALTIES COMPANY	CASPRO	U.S.	06/26/2014	86/321,445	03/20/2018	5,428,651
MILK SPECIALTIES COMPANY	DURACOAT	U.S.	06/10/2020	88/957,456	06/08/2021	6,381,979

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
ENERGY BOOSTER NEWCO, LLC	EB-LYS	U.S.	07/28/2018	88/056,580	03/19/2019	5,705,408
ENERGY BOOSTER NEWCO, LLC	EB-LYS 	U.S.	07/28/2018	88/056,574	03/19/2019	5,705,407
ENERGY BOOSTER NEWCO, LLC	EB-MET	U.S.	08/04/2017	87/556,200	01/08/2019	5,650,384
ENERGY BOOSTER NEWCO, LLC	ENERGY BOOSTER 100	U.S.	3/27/1987	73651656	04/12/1988	1,484,492
ENERGY BOOSTER NEWCO, LLC	ENERGY BOOSTER HP	U.S.	02/26/2014	86/205,110	09/09/2014	4,603,512
ENERGY BOOSTER NEWCO, LLC	ENERGY BOOSTER MAG	U.S.	02/26/2014	86/205,140	11/25/2014	4,646,873
ENERGY BOOSTER NEWCO, LLC	ENERGY BOOSTER MERGE	U.S.	07/28/2018	88/056,585	09/08/2020	6,148,100
ENERGY BOOSTER NEWCO, LLC	ENERGY BOOSTER MERGE HM	U.S.	07/28/2018	88/056,584	09/08/2020	6,148,099
MILK SPECIALTIES COMPANY	EXCELERATE	U.S.	11/12/1998	75/587,320	10/26/1999	2,289,081
MILK SPECIALTIES COMPANY	FAT PAK	U.S.	04/09/1987	73/654,032	07/25/1989	1,549,664
MILK SPECIALTIES COMPANY	GREEKPRO	U.S.	07/10/2015	86/689,551	12/06/2016	5,096,499
MILK SPECIALTIES COMPANY	KAY'S	U.S.	12/20/2016	87/274,306	08/15/2017	5,264,551
MILK SPECIALTIES COMPANY	KAY'S NATURALS	U.S.	01/20/2005	78/550,558	12/05/2006	3,179,338

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
MILK SPECIALTIES COMPANY	KWIX MIX 	U.S.	04/17/1998	75/467,487	06/06/2000	2,355,962
MILK SPECIALTIES COMPANY	LIQUI-WEAN	U.S.	03/10/1999	75/657,425	01/25/2000	2,311,958
MILK SPECIALTIES COMPANY	MILK SPECIALTIES GLOBAL	U.S.	07/14/2022	97/503,343	--	--
MILK SPECIALTIES COMPANY	MILK SPECIALTIES GLOBAL	U.S.	07/14/2022	97/503,352	--	--
MILK SPECIALTIES COMPANY	MILK SPECIALTIES GLOBAL	U.S.	07/14/2022	97/503,390	--	--
MILK SPECIALTIES COMPANY	MILK SPECIALTIES GLOBAL	U.S.	07/14/2022	97/503,398	--	--
MILK SPECIALTIES COMPANY	MILK SPECIALTIES GLOBAL	U.S.	08/27/2008	77/557,366	05/18/2010	3,790,879
MILK SPECIALTIES COMPANY	MULTAPRO	U.S.	06/12/2020	88/961,880	05/25/2021	6,366,009
MILK SPECIALTIES COMPANY	MUSCLEPEP	U.S.	05/26/2017	87/465,351	01/05/2021	6,239,974
MILK SPECIALTIES COMPANY	NUTRACREAM	U.S.	09/11/2020	90/173,774	06/07/2022	6,755,160
MILK SPECIALTIES COMPANY	NUTRACREAM	U.S.	12/31/2021	97/199,146	--	--
MILK SPECIALTIES COMPANY	NUTRASTART	U.S.	09/16/2003	78/300,995	05/03/2005	2,945,910
MILK SPECIALTIES COMPANY	NUTRIPRO	U.S.	05/26/2020	88/932,985	05/25/2021	6,365,956

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
MILK SPECIALTIES COMPANY	ORGANI-CALF	U.S.	03/24/2016	86/952,037	08/29/2017	5,277,332
MILK SPECIALTIES COMPANY	ORGANI-LAC	U.S.	08/19/2017	87/575,889	07/03/2018	5,509,886
MILK SPECIALTIES COMPANY	PASS THE PEAS	U.S.	03/31/2017	87/393,601	12/12/2017	5,356,649
MILK SPECIALTIES COMPANY	PERKI-LAC	U.S.	12/09/2007	77/347,545	11/18/2008	3,535,155
MILK SPECIALTIES COMPANY	PRObev	U.S.	12/11/2012	85/799,838	07/23/2013	4,372,233
MILK SPECIALTIES COMPANY	PRORIZ	U.S.	05/29/2018	87/939,454	09/08/2020	6,148,004
MILK SPECIALTIES COMPANY	PRORIZ	U.S.	05/29/2018	87/939,489	09/08/2020	6,148,005
MILK SPECIALTIES COMPANY	PROTEIN CHIPS	U.S.	10/30/2000	76/155,148	07/30/2002	2,603,128
MILK SPECIALTIES COMPANY AKA MILK SPECIALTIES GLOBAL	SUPER LAMB	U.S.	06/17/1985	73/543,298	02/18/1986	1,383,598
MILK SPECIALTIES COMPANY	VITALCHOLDX	U.S.	06/10/2020	88/957,450	12/15/2020	6,221,948
MILK SPECIALTIES COMPANY	ZERLAC	U.S.	05/28/2019	88/448,165	08/18/2020	6,131,381