

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Balance Bar Company		04/04/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	City National Bank, as Collateral Agent		
Street Address:	P.O. Box 60938		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90060-0938		
Entity Type:	national bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2745850	BALANCE	
Registration Number:	3937988	BALANCE	
Registration Number:	2659753	BALANCE BAR	
Registration Number:	3036771	BALANCE BAR	
Registration Number:	2999244	BALANCE BAR GOLD	
Registration Number:	5219980	BALANCE DUO-LICIOUS	
Registration Number:	2636101	BALANCE GOLD	
Registration Number:	5219977	BALANCE ORIGINAL	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	061700-0120		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		

OP \$215.00 2745850

DATE SIGNED:	04/04/2023
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Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”), effective as of April 4, 2023, is made by WORLDWIDE SPORT NUTRITIONAL SUPPLEMENTS, INC., a New York corporation, located at 500 7th Avenue, 9th Floor, New York, NY 10018 (“OpCo Borrower”), BALANCE BAR COMPANY, a Delaware corporation, located at 500 7th Avenue, 9th Floor, New York, NY 10018 (“Balance Bar Company”) and MET-RX SUBSTRATE TECHNOLOGY, INC., also known as MET-RX SUBSTRATE TECHNOLOGY, INC., a California corporation, located at 500 7th Avenue, 9th Floor, New York, NY 10018 (“MET-RX Substrate Technology”, together with OpCo Borrower and Balance Bar Company, collectively the “Grantors”), in favor of City National Bank, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Secured Parties”) from time to time parties to the Credit Agreement, dated as of April 4, 2023 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among, OpCo Borrower, 1440 Foods Intermediate, Inc., a Delaware corporation, as borrower (“Parent Borrower”, together with OpCo Borrower, the “Borrowers”), Sports Supplements LLC, a Delaware limited liability company (“Holdings”), the several banks and other financial institutions or entities from time to time parties to this Agreement (the “Lenders”) and CITY NATIONAL BANK, as Administrative Agent, Collateral Agent and Issuing Lender.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Guarantee and Collateral Agreement, dated as of April 4, 2023, in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (other than any Excluded Property); and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby pledge and grant a continuing security interest in, and a right of setoff against, all of the Grantors’ right, title and interest in, to and under the Trademarks (including those items listed on Schedule A hereto but excluding any Excluded

Property) (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This 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. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WORLDWIDE SPORT NUTRITIONAL
SUPPLEMENTS, INC.

By: Alexandre Medicis da Silveira
Name: Alexandre Medicis da Silveira
Title: Authorized Signatory

BALANCE BAR COMPANY

By: Alexandre Medicis da Silveira
Name: Alexandre Medicis da Silveira
Title: Authorized Signatory

MET-RX SUBSTRATE TECHNOLOGY, INC.,
also known as MET-RX SUBSTRATE TECHNOLOGY,
INC.

By: Alexandre Medicis da Silveira
Name: Alexandre Medicis da Silveira
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008033 FRAME: 0228

CITY NATIONAL BANK,
as Collateral Agent

By: 
Name: Charles Klueh
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008033 FRAME: 0229

Schedule A

U.S. Trademark Registrations and Applications

<u>Trademark Name</u>	<u>Owner</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>File Date</u>	<u>Registration Date</u>	<u>Next Renewal Date</u>	<u>Trademark Status</u>
BALANCE	Balance Bar Company	76194400	2745850	16-Jan-2001	05-Aug-2003	05-Aug-2023	Registered (Renewed)
BALANCE	Balance Bar Company	85099089	3937988	03-Aug-2010	29-Mar-2011	29-Mar-2031	Registered (Renewed)
BALANCE BAR	Balance Bar Company	75321186	2659753	08-Jul-1997	10-Dec-2002	10-Dec-2022	Registered (Renewed)
BALANCE BAR	Balance Bar Company	78416165	3036771	10-May-2004	27-Dec-2005	27-Dec-2025	Registered (Renewed)
BALANCE BAR GOLD	Balance Bar Company	78409022	2999244	27-Apr-2004	20-Sep-2005	20-Sep-2025	Registered (Renewed)
Balance Duo-licious	Balance Bar Company	87161757	5219980	06-Sep-2016	06-Jun-2017	06-Jun-2027	Registered
BALANCE GOLD	Balance Bar Company	75854595	2636101	20-Nov-1999	15-Oct-2002	15-Oct-2022	Registered (Renewed)
Balance Original	Balance Bar Company	87161151	5219977	05-Sep-2016	06-Jun-2017	06-Jun-2027	Registered
BODY FORTRESS	MET-RX Substrate Technology, Inc.	74569290	1911063	02-Sep-1994	15-Aug-1995	15-Aug-2025	Registered (Renewed)
MET RX	MET-RX Substrate Technology, Inc.	74431171	2058523	02-Sep-1993	06-May-1997	06-May-2027	Registered (Renewed)
MET RX PROTEIN PLUS	MET-RX Substrate Technology, Inc.	75703896	2556583	12-May-1999	02-Apr-2002	02-Apr-2022	Registered (Renewed)
METAMYOSYN	MET-RX Substrate Technology, Inc.	74608787	1962981	09-Dec-1994	19-Mar-1996	19-Mar-2026	Registered (Renewed)
MET-RX & 'Badge' Design	MET-RX Substrate Technology, Inc.	87115111	5160104	25-Jul-2016	14-Mar-2017	14-Mar-2027	Registered
MET-RX & Design (2016 logo)	MET-RX Substrate Technology, Inc.	86903508	5088405	10-Feb-2016	22-Nov-2016	22-Nov-2026	Registered
ULTRAMYOSYN	MET-RX Substrate Technology, Inc.	76266464	2981290	05-Jun-2001	02-Aug-2005	02-Aug-2025	Registered (Renewed)
YOUR BODY YOUR FORTRESS	MET-RX Substrate Technology, Inc.	77648154	3657522	13-Jan-2009	21-Jul-2009	21-Jul-2029	Registered (Renewed)
PURE PROTEIN	Worldwide Sport Nutritional Supplements, Inc.	75385048	2871892	05-Nov-1997	10-Aug-2004	10-Aug-2024	Registered (Renewed)

<u>Trademark Name</u>	<u>Owner</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>File Date</u>	<u>Registration Date</u>	<u>Next Renewal Date</u>	<u>Trademark Status</u>
PURE PROTEIN (supplemental register)	Worldwide Sport Nutritional Supplements, Inc.	86443150	4725680	03-Nov-2014	21-Apr-2015	21-Apr-2025	Registered (Supplemental Register)
PURE PROTEIN	Worldwide Sport Nutritional Supplements, Inc.	90142660	6542616	27-Aug-2020	02-NOV-2021		Registered