

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROFILE PLAN, LLC		05/31/2023	Limited Liability Company: DELAWARE
HMR PLAN, LLC		05/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GEMCAP SOLUTIONS, LLC		
Street Address:	9901 I.H. 10 West, Suite 800		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78230		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	6339670	PROFILE	
Registration Number:	5688990	PROFILE PRECISE	
Registration Number:	5683723	PROFILE PRECISE	
Registration Number:	5437209	PROFILE PERFORM	
Registration Number:	5433154	PROFILE PERFORM	
Registration Number:	4432098	PROFILE	
Serial Number:	97328981	PROFILE	
Registration Number:	2252625	BUILDING A HEALTHIER YOU	
Registration Number:	6033102	DAY WON	
Registration Number:	6033827	DAY WON	
Registration Number:	3634893	DECISION-FREE	
Registration Number:	4834718	FOR YOUR BETTER HEALTH HMR HEALTH MANAGE	
Registration Number:	3348219	HEALTH MANAGEMENT RESOURCES	
Registration Number:	2149677	HEALTHY SOLUTIONS	
Registration Number:	1436157	HMR	
Registration Number:	3352061	HMR	
Registration Number:	2741497	HMR AT HOME	

OP \$665.00 6339670

Property Type	Number	Word Mark
Registration Number:	4555175	HMR CALORIE SYSTEM
Registration Number:	3405371	HMR FOR YOUR BETTER HEALTH HEALTH MANAGE
Registration Number:	3388909	HMR HEALTHY SHAKES
Registration Number:	5221651	HMR WEIGHT MANAGEMENT
Registration Number:	4000223	QUICK START
Registration Number:	4555176	THE HMR CALORIE GUIDE FOR WEIGHT MANAGEM
Registration Number:	2543514	TRIPLE IMPERATIVE
Registration Number:	2704285	YOUR HEALTH IS IN YOUR HANDS
Serial Number:	88658250	

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: 530-304-6922
Email: mberens@gemcapsolutions.com
Correspondent Name: Michael Berens
Address Line 1: 9901 I.H. 10 West, Suite 800
Address Line 2: GEMCAP SOLUTIONS, LLC
Address Line 4: San Antonio, TEXAS 78230

ATTORNEY DOCKET NUMBER:	2015492
NAME OF SUBMITTER:	Michael Berens
SIGNATURE:	/Michael Berens/
DATE SIGNED:	06/01/2023

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of May 31, 2023 (this “Agreement”), made by PROFILE PLAN, LLC, a Delaware limited liability company with a principal place of business at 7505 S. Louise Ave, Sioux Falls, SD 57108, and HMR PLAN, LLC, a Delaware limited liability company with a principal place of business at 7505 S. Louise Ave, Sioux Falls, SD 57108, jointly and severally (“Grantor”), in favor of GEMCAP SOLUTIONS, LLC, a Delaware limited liability company with offices at 9901 I.H. 10 West, Suite 800, San Antonio, TX 78230 (together with its successors and assigns, “Lender”).

RECITALS

WHEREAS, the Grantor has an ownership interest in the trademarks identified on **Exhibit 1** hereto (collectively, the “Trademarks”); and

WHEREAS, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the “Loan Agreement”); and

WHEREAS, the Grantor has granted to grant to Lender a security interest in all of its property and assets, including, without limitation, the Trademarks, to secure the performance of Grantor’s obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it is a condition precedent to the Lender’s entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Trademarks and the assignment of the Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

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

1. The Grantor does hereby acknowledge and confirm that the Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.

2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Trademark are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.

3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized to file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, this Trademark Security Agreement as of the day and year first above written.

PROFILE PLAN, LLC

By: Ryan Niparto
Name: Ryan Niparto
Title: CEO

HMR PLAN, LLC

By: Ryan Niparto
Name: Ryan Niparto
Title: CEO

ACCEPTED AND AGREED:

LENDER:

GEMCAP SOLUTIONS, LLC

By: _____
David Ellis, Co-President

[SIGNATURE PAGE -- TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, this Trademark Security Agreement as of the day and year first above written.

PROFILE PLAN, LLC

By: _____

Name: _____

Title: _____

HMR PLAN, LLC

By: _____


Name: _____

Title: _____

ACCEPTED AND AGREED:

LENDER:

GEMCAP SOLUTIONS, LLC


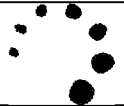
By:  _____
David Ellis, Co-President

[SIGNATURE PAGE –TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1

Trademarks

Serial No. / Registration No.	Item	Status	Filing Date	Date Registered	Registrant
97328981 / <i>Pending</i>	PROFILE	Live	March 24, 2022	<i>Pending</i>	Profile Plan, LLC
90154383/ 6339670	profile	Live	September 2, 2020	May 4, 2021	Sanford Frontiers
87833417 / 5688990	profile precise	Live	March 14, 2018	March 5, 2019	Sanford Frontiers
87829873/ 5683723	Profile Precise	Live	March 12, 2018	February 26, 2019	Sanford Frontiers
87587924 / 5437209	profile PERFORM	Live	August 29, 2017	April 3, 2018	Sanford Frontiers
87587803 / 5433154	Profile Perform	Live	August 29, 2017	March 27, 2018	Sanford Frontiers
85885802/ 4432098	profile	Live	March 25, 2013	November 12, 2013	Sanford Frontiers
1813273 / TMA 1053987 (Canada)	profile	Registered	November 30, 2016	September 12, 2019	Sanford Frontiers

Mark	Image (if applicable)	Status	Class	Application Number	Application Date	Registration Number	Registration Date
BUILDING A HEALTHIER YOU		Registered	9,16, 41, 42	75347281	08/26/1997	2252625	06/15/1999
DAY WON		Registered	9	88619545	09/17/2019	6033102	04/14/2020
DAY WON Stylized with Stepping Stones Design		Registered	9	88658236	10/17/2019	6033827	04/14/2020
Stepping Stones Design		Registered	9	88658250	10/17/2019	6033827	04/14/2020
DECISION- FREE		Registered	44	77607941	11/05/2008	3634893	06/09/2009




FOR YOUR BETTER HEALTH HMR HEALTH MANAGEMENT RESOURCES (Design Logo)		Registered	41	86371133	08/19/2014	4834718	10/20/2015
HEALTH MANAGEMENT RESOURCES		Registered	5, 16, 29, 41, 44	78763239	11/30/2005	3348219	12/04/2007
HEALTHY SOLUTIONS		Registered	41, 42	75060076	02/20/1996	2149677	04/07/1998
HMR		Registered	5, 42	73557338	09/09/1985	1436157	04/14/1987
HMR		Registered	5, 16, 29, 41, 44	78763268	11/30/2005	3352061	12/11/2007
HMR AT HOME		Registered	44	76445997	08/26/2002	2741497	07/29/2003
HMR CALORIE SYSTEM		Registered	16	86091467	10/15/2013	4555175	06/24/2014
HMR FOR YOUR BETTER HEALTH HEALTH MANAGEMENT RESOURCES Logo		Registered	5, 16, 29, 41, 44	78763871	11/30/2005	3405371	04/01/2008
HMR HEALTHY SHAKES		Registered	16, 44	78822046	02/23/2006	3388909	02/26/2008
HMR WEIGHT MANAGEMENT and Design		Registered	5, 29, 41, 44	87155236	08/30/2016	5221651	06/13/2017
QUICK START		Registered	16, 41	77780730	07/14/2009	4000223	07/26/2011
THE HMR CALORIE GUIDE FOR WEIGHT MANAGEMENT		Registered	16	86091473	10/15/2013	4555176	06/24/2014
TRIPLE IMPERATIVE		Registered	42	76005066	03/20/2000	2543514	02/26/2002
YOUR HEALTH IS IN YOUR HANDS		Registered	16, 41	76403036	05/01/2002	2704285	04/08/2003

EXHIBIT A

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of _____, 202_ made by PROFILE PLAN, LLC, a Delaware limited liability company with a principal place of business at 7505 S. Louise Ave, Sioux Falls, SD 57108, and , and HMR PLAN, LLC, a Delaware limited liability company with a principal place of business at 7505 S. Louise Ave, Sioux Falls, SD 57108, jointly and severally ("Assignor").

RECITALS:

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the "Trademarks"); and

WHEREAS, Assignor and GemCap Solutions, LLC, a Delaware limited liability company ("Lender") are parties to that certain Loan and Security Agreement, dated as of May 31, 2023 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

WHEREAS, by this instrument, Assignor is hereby assigning the Trademark to the Lender or its designee as set forth herein (such party, the "Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademark as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to _____, a _____ with offices at _____ (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

PROFILE PLAN, LLC

By: _____

Name: _____

Title: _____

HMR PLAN, LLC

By: _____

Name: _____

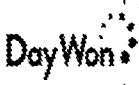
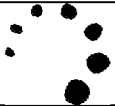
Title: _____




[Signature Page – Assignment of Trademarks]

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