

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC		06/23/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION, as Agent		
Street Address:	Two Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85864159	CLIRADEx	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	404-443-5647		
Email:	cfraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1230 Peachtree Street, Suite 2100		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	Acumen 2060236.0195		
NAME OF SUBMITTER:	Caro Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	06/23/2023		
Total Attachments: 5			
source=Acumen - Supplement to Trademark Security Agreement#page1.tif			
source=Acumen - Supplement to Trademark Security Agreement#page2.tif			

OP \$40.00 85864159

source=Acumen - Supplement to Trademark Security Agreement#page3.tif
source=Acumen - Supplement to Trademark Security Agreement#page4.tif
source=Acumen - Supplement to Trademark Security Agreement#page5.tif

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT, dated as of June 23, 2023 (the "Supplement"), is made by PRN Physician Recommended Nutraceuticals, LLC, a Delaware limited liability company (the "Grantor"), in favor of Capital One, National Association ("Capital One") as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuers and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 31, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, Acumen Health Holdings, LLC, a Delaware limited liability company ("Holdings"), Veterinarian Recommended Solutions, LLC, a Delaware limited liability company ("VRS") and, together with the Grantor and Holdings and their successors and permitted assigns, each a "Borrower" and collectively the "Borrowers"), the other Credit Parties, the Lenders from time to time party thereto, the L/C Issuers from time to time party thereto and the Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Guaranty and Security Agreement dated as of August 31, 2021, in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor was required to execute and deliver a Trademark Security Agreement dated as of August 31, 2021 (at any time amended prior to the date hereof, the "Trademark Security Agreement"), including but not limited to after-acquired Intellectual Property of the Grantor, to the Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Supplement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral");

(a) all of its Trademarks, including, without limitation, those pending and registered Trademarks referred to on Schedule A hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Schedule A. Schedule A attached to this agreement sets forth all pending and registered Trademarks filed in the United States Patent and Trademark Office (collectively, "U.S. Trademarks") acquired by the Grantor in connection with that certain Asset Purchase Agreement dated as of May 4, 2023, by and among BioTissue, Inc., a corporation organized under the laws of Florida, as the seller, and Holdings, as the buyer (the "APA"). Pursuant to Section 8.1 of the APA, Holdings subsequently assigned all of its rights in the U.S. Trademarks to Grantor. Schedule A attached hereto supplements, and does not replace, Schedule I attached to the Trademark Security Agreement as in effect prior to the date hereof.

Section 4. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

PRN PHYSICIAN RECOMMENDED NUTRICEUTICALS, LLC
as Grantor

By: 
Name: Scott Woodruff
Title: Chief Executive Officer

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 008111 FRAME: 0947

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By: *Irina Arora-Neale*
Name: Irina Arora-Neale
Title: Duly Authorized Signatory

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

SCHEDULE A
TO
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

Owner	Word Mark	Serial Number	Registration Number
PRN Physician Recommended Nutraceuticals, LLC	CLIRADEX	85864159	4414425