

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM822737

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innovations Group, Inc.		07/07/2023	Corporation: UTAH
Pinnacle Labs, Inc.		07/07/2023	Corporation: DELAWARE
Worldlink Medical, Inc.		07/07/2023	Corporation: UTAH
Medical Horizons, Inc.		07/07/2023	Corporation: DELAWARE
Medquest Pharmacy, Inc.		07/07/2023	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Capital Dynamics US, Inc.
<b>Street Address:</b>	10 East 53rd Street
<b>Internal Address:</b>	17th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
<b>Registration Number:</b>	3132516	NUTRASCRIPTIVES
<b>Registration Number:</b>	4297806	WORLDBLINK MEDICAL
<b>Registration Number:</b>	4297813	MEDICAL HORIZONS
<b>Registration Number:</b>	4182833	MEDQUEST

## 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: 212.318.6000  
 Email: yoosonlee@paulhastings.com  
 Correspondent Name: Yooson Sandy Lee  
 Address Line 1: Paul Hastings LLP  
 Address Line 2: 200 Park Avenue  
 Address Line 4: New York, NEW YORK 10166

<b>NAME OF SUBMITTER:</b>	Yooson Sandy Lee
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TRADEMARK

REEL: 008126 FRAME: 0913

900784517

OP \$115.00 3132516

<b>SIGNATURE:</b>	/s/ Yooson Sandy Lee
<b>DATE SIGNED:</b>	07/07/2023
<b>Total Attachments: 6</b> source=Belmar - IGI Joinder - 2L Trademark Security Agreement Executed(171816751_1)#page1.tif source=Belmar - IGI Joinder - 2L Trademark Security Agreement Executed(171816751_1)#page2.tif source=Belmar - IGI Joinder - 2L Trademark Security Agreement Executed(171816751_1)#page3.tif source=Belmar - IGI Joinder - 2L Trademark Security Agreement Executed(171816751_1)#page4.tif source=Belmar - IGI Joinder - 2L Trademark Security Agreement Executed(171816751_1)#page5.tif source=Belmar - IGI Joinder - 2L Trademark Security Agreement Executed(171816751_1)#page6.tif	

**SHORT FORM INTELLECTUAL PROPERTY  
SECURITY INTEREST IN TRADEMARKS AGREEMENT**

This SHORT FORM INTELLECTUAL PROPERTY SECURITY INTEREST IN TRADEMARKS AGREEMENT (as may be amended, supplemented, extended, restated or otherwise modified, the “**Short Form Trademark Security Agreement**”) dated July 7, 2023, is made by the party identified as “Grantors” on the signature pages hereto (the “**Grantors**” and each a “**Grantor**”) in favor of **CAPITAL DYNAMICS US, INC.**, having an address at 10 East 53<sup>rd</sup> Street, 17<sup>th</sup> Floor, New York, NY 10022, as administrative agent and collateral agent (in such capacities, the “**Administrative Agent**”).

W I T N E S S E T H

WHEREAS, as of the date hereof each Grantor joined as a “Guarantor” under that certain Second Lien Security and Pledge Agreement dated as of March 22, 2019 (as may be amended, supplemented, extended, restated or otherwise modified, the “**Security and Pledge Agreement**”) among the Grantor, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Security and Pledge Agreement, the Grantors, among others, have pledged and granted to the Administrative Agent a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Short Form Trademark Security Agreement for recording with the United States Patent and Trademark Office;

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Short Form Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree, for the benefit of the Administrative Agent, as follows:

**SECTION 1. Grant of Security.** The Grantors hereby pledge, and grant to the Administrative Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, a security interest in and Lien on all of the Grantors’ right, title and interest to and under, in each case, whether now owned or existing, or hereafter acquired or arising in the following (the “**Collateral**”):

- (a) the United States registered Trademarks, Trademarks for which United States applications are pending and exclusive Trademark Licenses, including as set forth in Schedule A hereto, and all goodwill associated therewith or symbolized thereby;
- (b) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing; and
- (c) all Proceeds of any of the foregoing.

**SECTION 2. Security for Obligations.** The grant of a security interest in the Collateral by the Grantors under this Short Form Trademark Security Agreement secures the payment of all Obligations 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 Short Form Trademark Security Agreement secures the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Loan Parties to

Administrative Agent 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 any Loan Party.

SECTION 3. Recordation. This Short Form 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. The Grantors authorize and request that the Commissioner for Trademarks record this Short Form Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Short Form 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 original.

SECTION 5. Grants, Rights and Remedies. This Short Form Trademark Security Agreement has been entered into in conjunction with the provisions of the Security and Pledge Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Administrative Agent with respect to the Collateral, are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that such grant of security interest herein is in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security and Pledge Agreement. In the event of any conflict between the terms of this Short Form Trademark Security Agreement and the terms of the Security and Pledge Agreement, the terms of the Security and Pledge Agreement shall govern. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent pursuant to this Short Form Trademark Security Agreement, and the exercise of any right or remedy of the Administrative Agent hereunder, in each case, with respect to the Collateral are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any inconsistency between the terms and conditions of the Intercreditor Agreement and the terms and conditions of this Short Form Trademark Security Agreement, the terms and conditions of the Intercreditor Agreement shall control.

SECTION 6. Governing Law. The terms of the Credit Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial (and where applicable, judicial reference) are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

SECTION 7. Severability. If any provision of this Short Form Trademark Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

SECTION 8. Definitions. Capitalized terms used in this Short Form Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security and Pledge Agreement.

*[The remainder of this page is left blank intentionally.]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Short Form IP Security Agreement as of the day and year first above written.

**GRANTORS:**

**INNOVATIONS GROUP, INC.**

a Utah corporation

DocuSigned by:  
*Robert Kilgore*  
By: \_\_\_\_\_  
Name: Robert Kilgore  
Title: Chief Executive Officer and President

**PINNACLE LABS, INC.**

a Delaware corporation

DocuSigned by:  
*Robert Kilgore*  
By: \_\_\_\_\_  
Name: Robert Kilgore  
Title: Chief Executive Officer and President

**WORLDLINK MEDICAL, INC.**

a Utah corporation

DocuSigned by:  
*Robert Kilgore*  
By: \_\_\_\_\_  
Name: Robert Kilgore  
Title: Chief Executive Officer and President

**MEDICAL HORIZONS, INC.**

a Delaware corporation

DocuSigned by:  
*Robert Kilgore*  
By: \_\_\_\_\_  
Name: Robert Kilgore  
Title: Chief Executive Officer and President

**MEDQUEST PHARMACY, INC.**  
a Delaware corporation

DocuSigned by:

By: \_\_\_\_\_

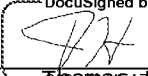
*Robert Kilgore*

Name: Robert Kilgore

Title: Chief Executive Officer and President

**ACKNOWLEDGED BY  
ADMINISTRATIVE AGENT:**

**CAPITAL DYNAMICS US, INC.**

	DocuSigned by:		DocuSigned by:
By:			<i>Matthew Bandini</i>
Name:	<u>Thomas A. Hadl</u>		<u>Matthew Bandini</u>
Title:	<u>Senior Managing Director</u>		<u>Managing Director</u>

**SCHEDULE A**  
**TRADEMARKS**

<b>Trademark Registrations</b>	<b>Country/Jurisdiction of Registration</b>	<b>Registration No.</b>	<b>Licensee Entity</b>
NUTRASCRIPTIVES	U.S.	3,132,516	<ul style="list-style-type: none"> <li>• NUTRASCRIPTIVES, INC.</li> <li>• MEDICAL HORIZONS, INC.</li> <li>• MEDQUEST PHARMACY, INC.</li> </ul>
WORLDBLINK MEDICAL	U.S.	4,297,806	<ul style="list-style-type: none"> <li>• WORLDBLINK MEDICAL, INC.</li> <li>• MEDQUEST PHARMACY, INC.</li> </ul>
MEDICAL HORIZONS	U.S.	4,297,813	<ul style="list-style-type: none"> <li>• MEDICAL HORIZONS, INC.</li> </ul>
MEDQUEST	U.S.	4,182,833	<ul style="list-style-type: none"> <li>• MEDQUEST PHARMACY, INC.</li> </ul>
MEDQUEST PHARMACY	WIPO International Registration for Australia and China	1131296	<ul style="list-style-type: none"> <li>• MEDQUEST PHARMACY SERVICES INTERNATIONAL, INC.</li> </ul>
MEDQUEST PHARMACY	New Zealand	954865	<ul style="list-style-type: none"> <li>• MEDQUEST PHARMACY SERVICES INTERNATIONAL, INC.</li> </ul>