

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828474

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Sleep Doctor, LLC		07/31/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CCP Agency, LLC, as Agent		
Street Address:	360 W. Rosemary Avenue		
Internal Address:	Suite 1700		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97905630	SLEEP DOCTOR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6913.108		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	08/01/2023		
Total Attachments: 5			
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**AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 ("Amendment") to that certain Trademark Security Agreement dated as of April 12, 2022 (including all annexes, exhibits or schedules thereto, as from time to time, amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), made by The Sleep Doctor, LLC, a Delaware limited liability company ("Grantor"), in favor of CCP Agency, LLC, a Delaware limited liability company, as Agent (as defined in the Credit Agreement, as defined below), for itself, the other Lenders (as defined in the Credit Agreement) and the other Secured Persons (as defined in the Collateral Agreement, defined below), is dated as of July 31, 2023.

WITNESSETH:

WHEREAS, OneCare Media, LLC, a Delaware limited liability company ("Borrower"), as Borrower, TVG OCM Acquisition, LLC, a Delaware limited liability company, as Parent, the Lenders and the Agent have entered into a Credit Agreement dated as of September 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which provides for, among other things, for the Lenders to make various loans and extensions of credit to the Borrower from time to time pursuant to the terms and conditions of the Credit Agreement.

WHEREAS, Grantor, the other grantors from time to time parties thereto and Agent have entered into a Collateral Agreement dated as of September 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), pursuant to which, among other things, Grantor is required to secure all of the Obligations (as defined in the Credit Agreement) by granting to the Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, liens and security interests on substantially all of Grantor's assets;

WHEREAS, pursuant to the Collateral Agreement, Grantor granted to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, a continuing security interest in, lien on, and right of set-off against all Trademarks (as defined in the Collateral Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising;

WHEREAS, in connection with the Collateral Agreement, Grantor executed the Trademark Security Agreement, pursuant to which, among other things, Grantor granted a security interest to the Agent in all of Grantor's "Trademarks" and "Trademark Licenses", as such terms are defined in the Collateral Agreement (herein, the "Trademarks");

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in an additional Trademark (the "New Trademark"); and

WHEREAS, in accordance with the Collateral Agreement and the Trademark Security Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademark;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

SECTION 1. Schedules. Schedule A to the Trademark Security Agreement shall be deemed to refer to Schedule A as amended by the addition of the New Trademark scheduled on Schedule A attached hereto.

SECTION 2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

SECTION 3. Counterparts. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Amendment may be executed by signatures (including electronic signatures) delivered by facsimile or electronic mail, each of which shall be fully binding on the signing party.

SECTION 4. GOVERNING LAW. **THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AMENDMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).**

[Signature Pages Follow]

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

GRANTOR:

THE SLEEP DOCTOR, LLC

a Delaware limited liability company,

By: Jeff Buhrman

Name: Jeff Buhrman

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

CCP AGENCY, LLC, as Agent

By: Comvest Capital Advisors LLC,
its sole Member

DocuSigned by:
Greg Reynolds
CCBA598EFFC34B0...
By: _____
Name: Greg Reynolds
Title: Partner

SCHEDULE A

Trademarks

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
SLEEP DOCTOR	97905630	Pending application filed 04/25/23	n/a	n/a	The Sleep Doctor, LLC