

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM829030

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sculpt You LLC		07/27/2023	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Westmount Group LLC		
<b>Street Address:</b>	1330 6th Avenue, Floor 14A		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97215108	THE SCULPT YOU	
<b>Serial Number:</b>	97215138	THE SCULPT YOU	
<b>Serial Number:</b>	97215157	THE SCULPT YOU	
<b>Serial Number:</b>	97300785	SCULPT YOU	
<b>Serial Number:</b>	97300910	NO ONE IS YOU AND THAT IS YOUR POWER	
<b>Serial Number:</b>	97300962	NO ONE IS YOU AND THAT IS YOUR POWER	
<b>Serial Number:</b>	97300997	NO ONE IS YOU AND THAT IS YOUR POWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>			
<b>Phone:</b>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,lauren.neville@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	08/02/2023		

OP \$190.00 97215108

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 27, 2023, is entered into by SCULPT YOU LLC (the “*Grantor*”), in favor of WESTMOUNT GROUP LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, together with its successors and assigns, the “*Collateral Agent*”).

### WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of August 11, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “GCA”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and mortgage on all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- A. all Trademarks and Trademark Licenses of the Grantor listed on Schedule I attached hereto;
- B. all goodwill associated with such Trademarks and Trademark Licenses;
- C. all Proceeds of any and all of the foregoing; and
- D. all rights to sue for past, present or future infringements and other violations thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Collateral excluded from the GCA.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the GCA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than unasserted contingent indemnification obligations and unasserted expense reimbursement obligations) and termination of the GCA, or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[signature page follows]

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,

**SCULPT YOU LLC**

By: Fraser Simpson  
Name: Fraser Simpson  
Title: Authorized Signatory

Accepted and Agreed:

WESTMOUNT GROUP LLC,  
as Collateral Agent

By: DocuSigned by:  
*Marc Helwani*  
Name: Marc Helwani  
Title: **Managing Member**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008154 FRAME: 0084**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS**  
**AND TRADEMARK LICENSES**

<b>Trademark</b>	<b>Ser. No.</b>	<b>Reg. No.</b>	<b>Owner</b>	<b>Jurisdiction</b>	<b>Reg. Date</b>
THE SCULPT YOU	97215108	N/A	Sculpt You LLC	UNITED STATES	N/A
THE SCULPT YOU	97215138	N/A	Sculpt You LLC	UNITED STATES	N/A
THE SCULPT YOU	97215157	N/A	Sculpt You LLC	UNITED STATES	N/A
SCULPT YOU	97300785	N/A	Sculpt You LLC	UNITED STATES	N/A
NO ONE IS YOU AND THAT IS YOUR POWER	97300910	6980166	Sculpt You LLC	UNITED STATES	02/14/2023
NO ONE IS YOU AND THAT IS YOUR POWER	97300962	6980167	Sculpt You LLC	UNITED STATES	02/14/2023
NO ONE IS YOU AND THAT IS YOUR POWER	97300997	6980168	Sculpt You LLC	UNITED STATES	02/14/2023