

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sleep.Org, LLC		07/31/2023	Limited Liability Company: DELAWARE
Sleep Doctor Services, LLC		07/31/2023	Limited Liability Company: DELAWARE
Online Doctor, LLC		07/31/2023	Limited Liability Company: DELAWARE
Testing.com, 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: 7			
Property Type	Number	Word Mark	
Registration Number:	5631814	FAMILY LIVING TODAY	
Registration Number:	5975467	CANNAHEALTH	
Registration Number:	5819843	TUCK ADVANCING BETTER SLEEP	
Registration Number:	5391409	TUCK	
Registration Number:	2070852	HELPPRO	
Registration Number:	6554955	TRAVEL VITAMINS	
Registration Number:	4862270	AMERICAN SLEEP ASSOCIATION	
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		

OP \$190.00 5631814

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: 08/04/2023

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of July 31, 2023, by each of the "Grantors" signatory hereto (each, a "Grantor", and collectively, the "Grantors"), 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).

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, each 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, each 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, each Grantor, for itself or by its predecessor-in-interest, and Agent entered into that certain Trademark Security Agreement dated as of September 29, 2021 (the "Original Agreement");

WHEREAS, pursuant to the Collateral Agreement, each 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 such Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, this Agreement.

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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, pledges and collaterally assigns to the Agent, for the benefit of the Secured Persons, a security interest in all of such Grantor's right, title and interest in:

(a) such Grantor's Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, together with any extensions and renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and

(b) all Proceeds and products thereof, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with such Trademarks.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Collateral Agreement. Notwithstanding the foregoing, the Agent may modify this Agreement by amending Schedule A hereto to include reference to any right, title or interest in any Trademarks currently owned by any Grantor or any Trademarks acquired by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which any Grantor no longer has or claims any right, title or interest.

5. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement 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 Agreement 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.

6. GOVERNING LAW. **THIS AGREEMENT 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 AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).**

7. AMENDMENT AND RESTATEMENT. This Agreement amends and restates in its entirety the Original Agreement. Each Grantor acknowledges that the grants, pledges and collateral assignments of Liens and security interests made by each Grantor to Agent in the Original Agreement remain continuous, in full force and effect, and are reaffirmed hereby to secure the payment and performance of the Secured Obligations.

[Signature Pages Follow]

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

GRANTORS:

SLEEP.ORG, LLC,

successor by merger with each of Best Mattress, LLC, Family Living Today, LLC and Plant Based Remedies, LLC

a Delaware limited liability company,
as a Grantor

By: Jeff Buhrman

Name: Jeff Buhrman

Title: Chief Financial Officer

SLEEP DOCTOR SERVICES, LLC,

formerly known as Tuck.com, LLC

a Delaware limited liability company,
as a Grantor

By: Jeff Buhrman

Name: Jeff Buhrman

Title: Chief Financial Officer

ONLINE DOCTOR, LLC,

a Delaware limited liability company,
as a Grantor

By: Jeff Buhrman

Name: Jeff Buhrman

Title: Chief Financial Officer

TESTING.COM, LLC,

a Delaware limited liability company,
as a Grantor

By: Jeff Buhrman

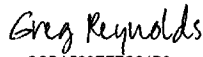
Name: Jeff Buhrman

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

CCP AGENCY, LLC, as Agent

By: Comvest Capital Advisors LLC,
its sole Member

DocuSigned by:

Name: Greg Reynolds
Title: Partner

SCHEDULE A

Trademarks

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
FAMILY LIVING TODAY	87888371	Registered	5631814	12/18/18	Sleep.org, LLC
CANNAHEALTH	88411980	Registered	5975467	02/04/20	Sleep.org, LLC
TUCK ADVANCING BETTER SLEEP	88235444	Registered	5819843	07/30/19	Sleep Doctor Services, LLC
TUCK	87519946	Registered	5391409	01/30/18	Sleep Doctor Services, LLC
HELPPRO	75062782	Registered	2070852	06/10/97	Online Doctor, LLC
TRAVEL VITAMINS	90466465	Registered	6554955	11/09/21	Testing.com, LLC
AMERICAN SLEEP ASSOCIATION	86524730	Registered	4862270	12/01/15	Sleep.org, LLC