

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829923

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1st Phorm International, LLC		07/25/2023	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2345 Rice Street, Suite 230		
City:	Roseville		
State/Country:	MINNESOTA		
Postal Code:	55113		
Entity Type:	National Banking Association: MINNESOTA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3722149	1ST PHORM	
Registration Number:	3471592	NEVER SETTLE	
Registration Number:	4034217	ANABOLIC BRIDGE	
Registration Number:	3806794	THYRO- DRIVE	
Registration Number:	3806774	LEVEL-1	
Registration Number:	3806773	PHORMULA-1	
Registration Number:	3916965	M-FACTOR	
Registration Number:	3916969	PRIMAL-T	
Registration Number:	5465250	WE DO THE WORK	
Serial Number:	97682458	1ST PHORM	
Serial Number:	97925653	OPTI-GREENS 50	
CORRESPONDENCE DATA			
Fax Number:	3146127600		
<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:	3144447600		
Email:	ipdept@lewisrice.com		
Correspondent Name:	LEWIS RICE LLC		
Address Line 1:	600 Washington Avenue, Suite 2500		

OP \$290.00 3722149

Address Line 4:	St. Louis, MISSOURI 63101
NAME OF SUBMITTER:	Christie Paddock
SIGNATURE:	/Christie Paddock/
DATE SIGNED:	08/07/2023
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, is dated as of July 25, 2023, and is made by 1st Phorm International, LLC, a Missouri limited liability company (the “Grantor”), in favor of Wells Fargo Bank, National Association (“Bank”).

WITNESSETH:

WHEREAS, pursuant to the Security Agreement: Business Assets (the “Security Agreement”), dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, collectively, with all other Loan Documents, the “Credit Documents”), between Grantor and Bank, Bank has agree to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Security Agreement and the other Credit Documents, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Credit Documents and to induce Bank to make their extensions of credit to Grantor thereunder, Grantor hereby agrees with Bank as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement or, if not defined therein, in the other Credit Documents.

Section 2 Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all obligations and liabilities of any kind or nature of Grantor, whether now or hereafter existing or arising, including after the occurrence of any bankruptcy or insolvency event with respect to Grantor, under or with respect to any of the Credit Documents, including all “Obligations Secured” as described in Section 2 of the Security Agreement, hereby mortgages, pledges and hypothecates to Bank, and grants to Bank a continuing lien on and security interest in, all of its right, title and interest in, to and under the following assets of Grantor (the “Trademark Collateral”):

- (a) all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions 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.

Notwithstanding the foregoing, no security interest shall be granted, and the Trademark Collateral shall not include, any “intent to use” trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted by the U.S. Patent and Trademark Office.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Bank pursuant

to the Security Agreement and the other Credit Documents and Grantor hereby acknowledges and agrees that the rights and remedies of Bank with respect to the lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the other Credit Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If this Agreement conflicts with the Security Agreement, then the Security Agreement shall control to the extent of such conflict.

Section 4 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. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic transmission, including PDF format, shall be as effective as delivery of a manually executed counterpart hereof.

Section 5 Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with it trademark and the Trademark Collateral subject to the lien and security interest hereunder.

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 Missouri.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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,

1st Phorm International, LLC, a Missouri
limited liability company, as Grantor

By: _____

ANDREW J. FRISELLA,
MANAGER

ACCEPTED AND AGREED
as of the date first above written:

Wells Fargo Bank, National Association

By: _____
TIMOTHY ROSS,
DIRECTOR

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT
1ST PHORM INTERNATIONAL, LLC

TRADEMARK
REEL: 008157 FRAME: 0978

IN WITNESS WHEREOF, 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.

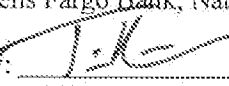
Very truly yours,

1st Phorm International, LLC, a Missouri limited liability company, as Grantor

By: _____
ANDREW J. FRISELLA,
MANAGER


ACCEPTED AND AGREED
as of the date first above written:

Wells Fargo Bank, National Association

By:  _____
TIMOTHY ROSS,
DIRECTOR

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date
	United States	Registered	77/737519	05/14/2009	3722149	12/08/2009
NEVER SETTLE	United States	Registered	77/346091	12/06/2007	3471592	07/22/2008
ANABOLIC BRIDGE	United States	Registered	85/229446	01/29/2011	4034217	10/04/2011
THYRO- DRIVE	United States	Registered	77/863045	11/02/2009	3806794	06/22/2010
LEVEL- 1	United States	Registered	77/862670	11/02/2009	3806774	06/22/2010
PHORMULA- 1	United States	Registered	77/862648	11/02/2009	3806773	06/22/2010
M-FACTOR	United States	Registered	85/072170	06/25/2010	3916965	02/08/2011
PRIMAL-T	United States	Registered	85/072199	06/25/2010	3916969	02/08/2011
WE DO THE WORK	United States	Registered	87/135612	08/11/2016	5465250	05/08/2018
1ST PHORM	United States	Pending	97/682458	11/17/2022		
OPTI-GREENS 50	United States	Pending	97/925653	05/08/2023		