

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831325

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|-----------------------------------|-----------------------------------|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ByHeart, Inc. | | 08/11/2023 | Corporation: DELAWARE |
| BlendHouse, LLC | | 08/11/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Perceptive Credit Holdings IV, LP | | |
| Street Address: | 51 Astor Place, 10th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10003 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 49 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88332209 | BYHEART | |
| Serial Number: | 88332260 | BYHEART | |
| Serial Number: | 90290535 | BYHEART | |
| Serial Number: | 90357180 | BYHEART NEXT-TO-NATURE PROTEIN BLEND | |
| Serial Number: | 90357118 | PLANET-FIRST POLICY | |
| Serial Number: | 90357126 | [THE FIRST] TRULY TRANSPARENT FORMULA | |
| Serial Number: | 90357135 | NO-COMPROMISE FORMULA | |
| Serial Number: | 90357153 | NOURISHMENT CONTINUUM | |
| Serial Number: | 90357186 | FEEDING FREEDOM | |
| Serial Number: | 90357288 | YOU KNOW YOUR BABY BY HEART | |
| Serial Number: | 90357170 | NO-COMPROMISE NUTRITION, NO-COMPROMISE C | |
| Serial Number: | 90398762 | BYHEART ALPHALAC | |
| Serial Number: | 90550362 | BYHEART CLUSTER FEEDING | |
| Serial Number: | 90587735 | | |
| Serial Number: | 97040018 | INFORMED BY BREAST MILK. INSPIRED BY PAR | |
| Serial Number: | 97054875 | NUTRITION FOR NORMAL PEOPLE | |
| Serial Number: | 97054886 | PILF (PARENT I'D LIKE TO FOLLOW) | |
| Serial Number: | 97054891 | THE MOTHER OF ALL FORMULAS | |

OP \$1240.00 88332209

| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Serial Number: | 97054897 | FEEDING IS A CLUSTER |
| Serial Number: | 97054905 | WHERE CLEAN MEETS FUNCTIONAL |
| Serial Number: | 97054910 | BREAST MILK DOESN'T SKIM ITS FATS, SO WE |
| Serial Number: | 97054918 | IF IT'S NOT IN BREAST MILK, IT'S NOT IN |
| Serial Number: | 97054921 | BREAST MILK IS OUR BLUEPRINT |
| Serial Number: | 97054926 | BYHEART BREAST MILK IS OUR BLUEPRINT |
| Serial Number: | 97054928 | FEEDING IS LOVE |
| Serial Number: | 97054933 | BYHEART FEEDING IS LOVE |
| Serial Number: | 97054942 | BYHEART SCOOP-LOCK TECHNOLOGY |
| Serial Number: | 97059897 | PILF |
| Serial Number: | 97280044 | TEAT SUITE |
| Serial Number: | 97280045 | BYHEART TEAT SUITE |
| Serial Number: | 97307590 | NEXT-TO-NATURE PROTEIN BLEND |
| Serial Number: | 97322988 | BYHEART FARM-TO-FORMULA QUALITY |
| Serial Number: | 97322991 | FARM-TO-FORMULA QUALITY |
| Serial Number: | 97348106 | THEY'RE NOT IN BREAST MILK, AND THEY'RE |
| Serial Number: | 97348108 | NO COMPROMISE NUTRITION |
| Serial Number: | 97525567 | A BETTER FORMULA FOR FORMULA |
| Serial Number: | 97627513 | BREAST IS BEST. WE'RE NEXT. |
| Serial Number: | 97686264 | FROM FARM TO FORMULA |
| Serial Number: | 97833627 | BYHEART |
| Serial Number: | 97872852 | SMALL BATCH BLEND FORMULA |
| Registration Number: | 6741082 | WHOLE NUTRITION INFANT FORMULA |
| Registration Number: | 6748041 | INFORMED BY BREAST MILK |
| Registration Number: | 6748042 | INSPIRED BY PARENTS LIKE YOU |
| Registration Number: | 6748838 | BYHEART |
| Registration Number: | 6810142 | BYHEART WHOLE NUTRITION INFANT FORMULA |
| Registration Number: | 6884987 | BYHEART CLUSTER |
| Registration Number: | 6884988 | FEEDING IS A CLUSTER |
| Registration Number: | 6937724 | |
| Registration Number: | 6285938 | BLENDDHOUSE NUTRITION EXCELLENCE AND INNO |

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

TRADEMARK

REEL: 008164 FRAME: 0722

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 2091920 TM

NAME OF SUBMITTER: Monet Zaccarelli

SIGNATURE: /Monet Zaccarelli/

DATE SIGNED: 08/11/2023

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 11, 2023 (this “*Trademark Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of Perceptive Credit Holdings IV, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as August 11, 2023 (as amended or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

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

BYHEART, INC.

DocuSigned by:
Ron Beldegrun
By: 0584E53EB8A9466...
Name: Ron Beldegrun
Title: Chief Executive Officer

BLENDDHOUSE, LLC

By: BYHEART, INC.,
its managing member

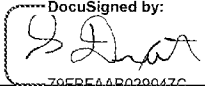
DocuSigned by:
Ron Beldegrun
By: 0584E53EB8A9466...
Name: Ron Beldegrun
Title: Chief Executive Officer

Address: c/o ByHeart, Inc.
131 Varick Street
11th Floor
New York, NY 10013
Attn: Georg Krause-Vilmar and Bob Peruzzi
Email: georg@byheart.com; bob@byheart.com

Accepted and Agreed:

PERCEPTIVE CREDIT HOLDINGS IV, LP,
as Administrative Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

DocuSigned by:

By: _____
79FBFAAB029047C
Name: Sandeep Dixit
Title: Chief Credit Officer

DocuSigned by:

By: _____
B0646D6DB370401
Name: Sam Chawla
Title: Portfolio Manager

Address for Notices:
Perceptive Credit Holdings IV, LP
c/o Perceptive Advisors LLC
51 Astor Place, 10th Floor
New York, NY 10003
Attn: Sandeep Dixit
Email: Sandeep@perceptivelife.com;
PFOCReporting@perceptivelife.com

With a copy (which shall not constitute notice) to:

Morrison & Foerster LLP
250 West 55th Street
New York, NY 10019
Attn: Mark S. Wojciechowski
Tel.: (212) 468 - 8079
Email: MWojciechowski@mfo.com

TRADEMARKS

Trademark Registrations and Applications

| Trademark | Country | Application No. | Application Date | Registration No. | Registration Date | Registered Owner |
|-----------|----------------|-----------------|------------------|------------------|-------------------|------------------|
| BYHEART | Australia | 2161298 | 03/08/2021 | 2161298 | 08/10/2022 | ByHeart, Inc. |
| BYHEART | Canada | 2089498 | 04/03/2021 | TMA1171245 | 03/15/2023 | ByHeart, Inc. |
| BYHEART | Chile | 1397862 | 03/10/2021 | | | ByHeart, Inc. |
| BYHEART | China | 68640154 | 11/30/2022 | | | ByHeart, Inc. |
| BYHEARTS | China | 38239484 | 05/16/2019 | 38239484 | 02/21/2020 | ByHeart, Inc. |
| BYHEART | China | 54926141 | 04/02/2021 | 54926141 | 03/07/2022 | ByHeart, Inc. |
| BYHEART | European Union | 018417268 | 03/04/2021 | 018417268 | 09/21/2021 | ByHeart, Inc. |
| BYHEART | Indonesia | DID2021018807 | 03/18/2021 | | | ByHeart, Inc. |
| BYHEART | Mexico | 2,509,418 | 03/04/2021 | | | ByHeart, Inc. |

| Trademark | Country | Application No. | Application Date | Registration No. | Registration Date | Registered Owner |
|--|----------------|-----------------|------------------|------------------|-------------------|------------------|
| BYHEART | Mexico | 2,509,416 | 03/04/2021 | | | ByHeart, Inc. |
| BYHEART | Mexico | 2,509,417 | 03/04/2021 | | | ByHeart, Inc. |
| BYHEART | New Zealand | 1172944 | 03/10/2021 | 1172944 | 08/02/2022 | ByHeart, Inc. |
| BYHEART | Philippines | 4-2021-505766 | 03/10/2021 | 4-2021-505766 | 08/29/2021 | ByHeart, Inc. |
| BYHEART | South Africa | 2021/06509 | 03/08/2021 | | | ByHeart, Inc. |
| BYHEART | South Africa | 2021/06510 | 03/08/2021 | | | ByHeart, Inc. |
| BYHEART | South Africa | 2021/06508 | 03/08/2021 | | | ByHeart, Inc. |
| BYHEART | United Kingdom | UK00003605181 | 03/05/2021 | UK00003605181 | 08/13/2021 | ByHeart, Inc. |
|  BYHEART | United States | 88/332,209 | 03/08/2019 | | | ByHeart, Inc. |
|  BYHEART | United States | 88/332,260 | 03/08/2019 | | | ByHeart, Inc. |


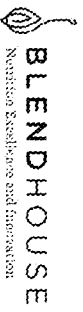
| Trademark | Country | Application No. | Application Date | Registration No. | Registration Date | Registered Owner |
|---|---------------|-----------------|------------------|------------------|-------------------|------------------|
| BYHEART | United States | 90/290,535 | 10/30/2020 | | | ByHeart, Inc. |
| BYHEART NEXT-TO-NATURE PROTEIN BLEND | United States | 90/357,180 | 12/03/2020 | | | ByHeart, Inc. |
| PLANET-FIRST POLICY | United States | 90/357,118 | 12/03/2020 | | | ByHeart, Inc. |
| [THE FIRST] TRULY TRANSPARENT FORMULA | United States | 90/357,126 | 12/03/2020 | | | ByHeart, Inc. |
| NO-COMPROMISE FORMULA | United States | 90/357,135 | 12/03/2020 | | | ByHeart, Inc. |
| NOURISHMENT CONTINUUM | United States | 90/357,153 | 12/03/2020 | | | ByHeart, Inc. |
| FEEDING FREEDOM | United States | 90/357,186 | 12/03/2020 | | | ByHeart, Inc. |
| YOU KNOW YOUR BABY BY HEART | United States | 90/357,288 | 12/03/2020 | | | ByHeart, Inc. |
| NO-COMPROMISE NUTRITION, NO-COMPROMISE CONNECTION | United States | 90/357,170 | 12/03/2020 | | | ByHeart, Inc. |
| BYHEART ALPHALAC | United States | 90/398,762 | 12/21/2021 | | | ByHeart, Inc. |
| BYHEART CLUSTER FEEDING | United States | 90/550,362 | 02/26/2021 | | | ByHeart, Inc. |



| Trademark | Country | Application No. | Application Date | Registration No. | Registration Date | Registered Owner |
|---|---------------|-----------------|------------------|------------------|-------------------|------------------|
| INFORMED BY BREAST MILK. INSPIRED BY PARENTS LIKE YOU | United States | 97/040,018 | 09/22/2021 | | | ByHeart, Inc. |
| NUTRITION FOR NORMAL PEOPLE | United States | 97/054,875 | 09/30/2021 | | | ByHeart, Inc. |
| PILF (PARENT I'D LIKE TO FOLLOW) | United States | 97/054,886 | 09/30/2021 | | | ByHeart, Inc. |
| THE MOTHER OF ALL FORMULAS | United States | 97/054,891 | 09/30/2021 | | | ByHeart, Inc. |
| FEEDING IS A CLUSTER | United States | 97/054,897 | 09/30/2021 | | | ByHeart, Inc. |
| WHERE CLEAN MEETS FUNCTIONAL | United States | 97/054,905 | 09/30/2021 | | | ByHeart, Inc. |
| BREAST MILK DOESN'T SKIM ITS FATS, SO WE DON'T EITHER | United States | 97/054,910 | 09/30/2021 | | | ByHeart, Inc. |
| IF IT'S NOT IN BREAST MILK, IT'S NOT IN BYHEART | United States | 97/054,918 | 09/30/2021 | | | ByHeart, Inc. |
| BREAST MILK IS OUR BLUEPRINT | United States | 97/054,921 | 09/30/2021 | | | ByHeart, Inc. |

| Trademark | Country | Application No. | Application Date | Registration No. | Registration Date | Registered Owner |
|--|---------------|-----------------|------------------|------------------|-------------------|------------------|
| BYHEART BREAST MILK IS OUR BLUEPRINT | United States | 97/054,926 | 09/30/2021 | | | ByHeart, Inc. |
| FEEDING IS LOVE | United States | 97/054,928 | 09/30/2021 | | | ByHeart, Inc. |
| BYHEART FEEDING IS LOVE | United States | 97/054,933 | 09/30/2021 | | | ByHeart, Inc. |
| BYHEART SCOOP-LOCK TECHNOLOGY | United States | 97/054,942 | 09/30/2021 | | | ByHeart, Inc. |
| PLIF | United States | 97/059,897 | 10/05/2021 | | | ByHeart, Inc. |
| TEAT SUITTE | United States | 97/280,044 | 02/23/2022 | | | ByHeart, Inc. |
| BYHEART TEAT SUITTE | United States | 97/280,045 | 02/23/2022 | | | ByHeart, Inc. |
| NEXT-TO-NATURE PROTEIN BLEND | United States | 97/307,590 | 03/11/2022 | | | ByHeart, Inc. |
| BYHEART FARM-TO-FORMULA QUALITY | United States | 97/322,988 | 03/21/2022 | | | ByHeart, Inc. |
| FARM-TO-FORMULA QUALITY | United States | 97/322,991 | 03/21/2022 | | | ByHeart, Inc. |
| THEY'RE NOT IN BREAST MILK, AND THEY'RE NOT IN BYHEART | United States | 97/348,106 | 04/05/2022 | | | ByHeart, Inc. |

| Trademark | Country | Application No. | Application Date | Registration No. | Registration Date | Registered Owner |
|---|---------------|-----------------|------------------|------------------|-------------------|------------------|
| NO COMPROMISE NUTRITION | United States | 97/348,108 | 04/05/2022 | | | ByHeart, Inc. |
| A BETTER FORMULA FOR FORMULA | United States | 97/525,567 | 07/29/2022 | | | ByHeart, Inc. |
| BREAST IS BEST. WE'RE NEXT. | United States | 97/627,513 | 10/11/2022 | | | ByHeart, Inc. |
| FROM FARM TO FORMULA | United States | 97/686,264 | 11/21/2022 | | | ByHeart, Inc. |
|  BYHEART | United States | 97/833,627 | 03/10/2023 | | | ByHeart, Inc. |
| SMALL BATCH BLEND FORMULA | United States | 97/872,852 | 04/05/2023 | | | ByHeart, Inc. |
| WHOLE NUTRITION INFANT FORMULA | United States | 90/550,340 | 02/26/2021 | 6,741,082 | 05/24/2022 | ByHeart, Inc. |
| INFORMED BY BREAST MILK | United States | 90/357,145 | 12/03/2020 | 6,748,041 | 05/31/2022 | ByHeart, Inc. |
| INSPIRED BY PARENTS LIKE YOU | United States | 90/357,149 | 12/03/2020 | 6,748,042 | 05/31/2022 | ByHeart, Inc. |
| BYHEART | United States | 90/976,974 | 10/30/2020 | 6,748,838 | 05/31/2022 | ByHeart, Inc. |
| BYHEART WHOLE NUTRITION INFANT FORMULA | United States | 90/550,352 | 02/26/2021 | 6,810,142 | 08/02/2022 | ByHeart, Inc. |

| Trademark | Country | Application No. | Application Date | Registration No. | Registration Date | Registered Owner |
|---|---------------|-----------------|------------------|------------------|-------------------|------------------|
| BYHEART CLUSTER | United States | 97/348,105 | 04/05/2020 | 6,884,987 | 10/25/2022 | ByHeart, Inc. |
| FEEDING IS A CLUSTER | United States | 97/348,107 | 04/05/2022 | 6,884,988 | 10/25/2022 | ByHeart, Inc. |
|  | United States | 90/978,475 | 03/18/2021 | 6,937,724 | 12/27/2022 | ByHeart, Inc. |
|  BLENDHOUSE Nurturing Excellence and Inspiration | United States | 88/758,881 | 01/14/2020 | 6,285,938 | 03/9/2021 | Blendhouse, LLC |