

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835323

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unjury BF, LLC		08/28/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Balance Point Capital Partners V, L.P., as Administrative Agent		
Street Address:	285 Riverside Avenue, Suite 200		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	7056101	THE U-CREW	
Registration Number:	6918662	TASTE SUCCESS	
Registration Number:	6349058	BONJOY	
Registration Number:	6207588	TASTE SUCCESS	
Registration Number:	6019625	SANTA FE CHILI	
Registration Number:	5272499	PLANTED	
Registration Number:	4983102	TRUST IS THE FIRST INGREDIENT	
Registration Number:	4321873	TRUST IS THE FIRST INGREDIENT	
Registration Number:	4102534	PROSYNTHESIS	
Registration Number:	4292220	BARIBEST	
Registration Number:	3905149	OPURITY	
Registration Number:	3705197	UNJURY: TRUST IS THE FIRST INGREDIENT	
Registration Number:	2818206	UNJURY	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		

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Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 392135-23

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 08/29/2023

Total Attachments: 9

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF APRIL 21, 2022 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG VITAL NUTRIENTS HOLDINGS, INC., A DELAWARE CORPORATION, THE BORROWERS AND OTHER GUARANTORS PARTY THERETO, JPMORGAN CHASE BANK, N.A., AS FIRST LIEN ADMINISTRATIVE AGENT AND BALANCE POINT CAPITAL PARTNERS V, L.P., AS SECOND LIEN ADMINISTRATIVE AGENT AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "Agreement"), dated as of August 28, 2023, between Unjury BF, LLC, a Delaware limited liability company (the "Grantor") and Balance Point Capital Partners V, L.P., in its capacity as the administrative agent (the "Administrative Agent") for the Lenders (defined below).

Reference is made to (a) the Second Lien Pledge and Security Agreement, dated as of April 21, 2022 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Second Lien Security Agreement") by and among Vital Nutrient Holdings, Inc., a Delaware corporation ("Holdings"), RDG & Company, Inc., a Connecticut corporation ("Borrower Representative"), the other Borrowers party thereto, the Grantor, (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Second Lien Credit Agreement dated as of April 21, 2022 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Second Lien Credit Agreement"), among Holdings, Borrower Representative, the other borrowers and loan parties from time to time party thereto, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Second Lien Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement and the Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1 *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Second Lien Security Agreement or the Second

Lien Credit Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2 *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Second Lien Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties 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"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent to use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I hereto (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past, present or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3 *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Second Lien Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall govern.

SECTION 4 *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5 *Counterparts*. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK].

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

UNJURY BF, LLC, as Grantor

DocuSigned by:

Roy Chin

By: _____
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Name: Roy Chin

Title: Secretary

[Signature Page to Second Lien Trademark Security Agreement]

BALANCE POINT CAPITAL PARTNERS V, L.P.,
as the Administrative Agent

DocuSigned by:

Justin Kaplan

By: _____

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Name: Justin Kaplan

Title: Partner

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE I

Trademark Applications and Registrations¹

Registered Trademarks

Unjury BF, LLC

<u>Mark</u>	<u>Reg. No.</u>	<u>Serial No.</u>	<u>Class, Goods & Services</u>
THE U-CREW	7056101	90588054	IC 045. US 100 101. G & S: Organizing and conducting support groups for bariatric surgery patients to assist in the challenges faced before and after bariatric surgery.
TASTE SUCCESS	6918662	88568316	IC 044. US 100 101. G & S: Providing a website featuring information and advice in the fields of diet, weight loss, diet planning and lifestyle wellness; Weight management services, namely, providing weight loss and/or weight maintenance programs.
BONJOY	6349058	88609541	IC 005. US 005 006 018 044 046 051 052. G & S: Protein supplements. IC 030. US 046. G & S: Frozen confections sold in mix form; Low-fat,

¹ Serial Nos. 97928137 and 97747247 and I(b) "Intent to use" applications and have been omitted.

<u>Mark</u>	<u>Reg. No.</u>	<u>Serial No.</u>	<u>Class, Goods & Services</u>
			high protein frozen confections sold in mix form.
TASTE SUCCESS	6207588	88979050	IC 005. US 006 018 044 046 051 052. G & S: Protein supplements; Liquid protein supplements.
			IC 043. US 100 101. G & S: Subscriber-based meal planning services in digital form, accessible through the internet.
SANTA FE CHILI	6019625	88012653	IC 005. US 006 018 044 046 051 052. G & S: Protein supplements; Protein dietary supplements.
PLANTED	5272499	87076807	IC 005. US 006 018 044 046 051 052. G & S: protein supplement powders.
TRUST IS THE FIRST INGREDIENT	4983102	86807165	IC 005. US 006 018 044 046 051 052. G & S: Vitamins.
TRUST IS THE FIRST INGREDIENT	4321873	85518551	IC 005. US 006 018 044 046 051 052. G & S: Protein supplements.
PROSYNTHESIS	4102534	85392331	IC 005. US 006 018 044 046 051 052. G & S: Dietary and nutritional supplements.

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<u>Mark</u>	<u>Reg. No.</u>	<u>Serial No.</u>	<u>Class, Goods & Services</u>
BARIBEST*	42922220	85670806	IC 044. US 100 101. G & S: Providing a web site featuring medical information; Providing a website featuring information and advice in the fields of diet, weight loss, diet planning and lifestyle wellness; Providing an internet-based database of patient medical information where patients can inquire about medical issues and procedures from other patients and can relay information about their medical experiences for support and community; Providing medical information, consultancy and advisory services.
OPURITY	3905149	77783761	IC 005. US 006 018 044 046 051 052. G & S: Dietary and nutritional supplements.
UNJURY: TRUST IS THE FIRST INGREDIENT	3705197	77715258	IC 005. US 006 018 044 046 051 052. G & S: Protein supplements.
UNJURY	2818206	76448174	IC 005. US 006 018 044 046 051 052. G & S: Food supplements.

Unregistered Trademarks

- Planted™

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Trademark Applications

None.

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