

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841052

<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>
Vitamin Shoppe Procurement Services, LLC		09/21/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Agent		
<b>Street Address:</b>	10 S. Dearborn, Floor L2, IL1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97270329	ALTERED PHYSIQUE	
<b>Serial Number:</b>	97207308	ALTERED STRENGTH PREWORKOUT	
<b>Serial Number:</b>	97207305	ALTERED TEST	
<b>Serial Number:</b>	90661048	BALANCING ACT	
<b>Serial Number:</b>	90978813	FITFACTOR	
<b>Serial Number:</b>	90752421	LOVE YOUR BRILLIANT SELF	
<b>Serial Number:</b>	97975650	T LOVE YOUR BRILLIANT SELF	
<b>Serial Number:</b>	97289848	TRUEYOU	
<b>Serial Number:</b>	90869286	WOMEN'S EQUILIBRIUM BLEND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3129932652		
<b>Email:</b>	heather.poitras@lw.com		
<b>Correspondent Name:</b>	Heather Poitras		
<b>Address Line 1:</b>	c/o Latham & Watkins 330 N Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		

CH \$240.00 97270329

<b>ATTORNEY DOCKET NUMBER:</b>	049067-0348
<b>NAME OF SUBMITTER:</b>	Heather Poitras
<b>SIGNATURE:</b>	/hp/
<b>DATE SIGNED:</b>	09/21/2023

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT, dated as of September 21, 2023 (this “Agreement”), among FRANCHISE GROUP, INC. (“Franchise Group”), VITAMIN SHOPPE PROCUREMENT SERVICES, LLC (“VSPS”), AMERICAN FREIGHT, LLC (“Freight”), BUDDY’S NEWCO, LLC (“Buddy’s”) and PSP FRANCHISING, LLC (“Franchising”, and together with Franchise Group, VSPS, Freight and Buddy’s, individually or collectively as the context requires, the “Grantors”) and JPMORGAN CHASE BANK, N.A., in its capacity as agent for the lenders (in such capacity, the “Agent”).

Reference is made to that certain Third Amended and Restated Loan and Security Agreement dated as of March 10, 2021, by and among Franchise Group, Inc., a Delaware corporation, Valor Acquisition, LLC, a Delaware limited liability company, Franchise Group Newco Intermediate AF, LLC, a Delaware limited liability company, Franchise Group Newco PSP, LLC, a Delaware limited liability company, and certain Subsidiaries of each of the foregoing, as Borrowers, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan Agreement. The Grantors are Affiliates of a Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and/or as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Agent, together with its permitted successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the United States Trademark registrations and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of such Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable

SECTION 3. Loan Agreement and Intercreditor Agreements. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement and the Intercreditor Agreements, 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 terms of the Loan Agreement or any Intercreditor Agreement, the terms of the Loan Agreement or such Intercreditor Agreement, as applicable, shall govern.

SECTION 4. Termination. Subject to Section 13.15 of the Loan Agreement, at such time as (a) the Commitments shall have expired or been terminated and (b) all Obligations, including the principal of and interest on each Loan and all fees, expenses and other amounts (excluding contingent obligations as to which no claim has been made or which are otherwise not due) payable under any Loan Document shall have been paid in full in cash, the security interest granted herein shall automatically terminate and the Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Agent pursuant to this Section 4 shall be without warranty by the Agent or any other Secured Party.

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.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

**GRANTORS:**

**AMERICAN FREIGHT, LLC**, as a Grantor

DocuSigned by:  
By: Jeffrey Seghi  
2BA7CB10082D47B  
Name: Jeffrey Seghi  
Title: Chief Financial Officer

**BUDDY'S NEWCO, LLC**, as a Grantor

DocuSigned by:  
By: Michael Bennett  
A832ABE9C34342C  
Name: Michael Bennett  
Title: Chief Executive Officer

**FRANCHISE GROUP, INC.**, as a Grantor

DocuSigned by:  
By: Brian Kahn  
4E0EDA4E44DE44EF  
Name: Brian Kahn  
Title: President and Chief Executive Officer

**PSP FRANCHISING, LLC**, as a Grantor

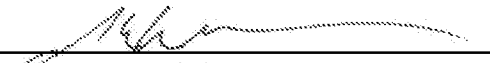
DocuSigned by:  
By: Brian Kahn  
4E0EDA4E44DE44EF  
Name: Brian Kahn  
Title: Vice President

**VITAMIN SHOPPE PROCUREMENT SERVICES, LLC**, as a Grantor

DocuSigned by:  
By: Andrew Kaminsky  
919FEB05E0CB4CC...  
Name: Andrew Kaminsky  
Title: Executive Vice President, Chief Administrative Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

JPMORGAN CHASE BANK, N.A.

By: 

Name: James A. Knight

Title: Executive Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 008205 FRAME: 0592**

## Schedule I

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner Name
HOME & APPLIANCE OUTLET	<b>App</b> 88277307	<b>App</b> 25-JAN-2019	<b>Reg</b> 6852741	<b>Reg</b> 20-SEP-2022	AMERICAN FREIGHT, LLC
AF AMERICAN FREIGHT FURNITURE MATTRESS APPLIANCE	<b>App</b> 88820904	<b>App</b> 4-MAR-2020	<b>Reg</b> 6616012	<b>Reg</b> 11-JAN-2022	AMERICAN FREIGHT, LLC
AF AMERICAN FREIGHT FURNITURE MATTRESS APPLIANCE	<b>App</b> 88820899	<b>App</b> 4-MAR-2020	<b>Reg</b> 6616011	<b>Reg</b> 11-JAN-2022	AMERICAN FREIGHT, LLC
DR. MARVIN'S	<b>App</b> 85118553	<b>App</b> 30-AUG-2010	<b>Reg</b> 3954456	<b>Reg</b> 03-MAY-2011	AMERICAN FREIGHT, LLC
BUDDY'S HOME FURNISHINGS	<b>App</b> 97394279	<b>App</b> 04-MAY-2022	<b>Reg</b> 7084804	<b>Reg</b> 20-JUN-2023	BUDDY'S NEWCO, LLC
FRG FRANCHISE GROUP, INC.	<b>App</b> 90904610	<b>App</b> 26-AUG-2021	<b>Reg</b> 7087945	<b>Reg</b> 20-JUN-2023	FRANCHISE GROUP, INC.
ALL YOU NEED FROM CARE-TO-PLAY!	<b>App</b> 90390176	<b>App</b> 17-DEC-2020	<b>Reg</b> 7087523	<b>Reg</b> 20-JUN-2023	PSP FRANCHISING, LLC
FINS FIRST	<b>App</b> 88711818	<b>App</b> 02-DEC-2019	<b>Reg</b> 7127570	<b>Reg</b> 01-AUG-2023	PSP FRANCHISING, LLC
MITTEN'S PICKINS	<b>App</b> 90523634	<b>App</b> 10-FEB-2021	<b>Reg</b> 6804976	<b>Reg</b> 26-JUL-2022	PSP FRANCHISING, LLC
PET SUPPLIES PLUS PLAYBOX	<b>App</b> 88925245	<b>App</b> 20-MAY-2020	<b>Reg</b> 6782893	<b>Reg</b> 05-JUL-2022	PSP FRANCHISING, LLC
PLAY ON	<b>App</b> 90324623	<b>App</b> 17-NOV-2020	<b>Reg</b> 6668293	<b>Reg</b> 08-MAR-2022	PSP FRANCHISING, LLC
PLAY ON!	<b>App</b> 90324631	<b>App</b> 17-NOV-2020	<b>Reg</b> 6668294	<b>Reg</b> 08-MAR-2022	PSP FRANCHISING, LLC

DARE TO DESTROY	<b>App</b> 90746504	<b>App 01-JUN-</b> 2021	<b>Reg</b> 6987310	<b>Reg 21-FEB-</b> 2023	PSP FRANCHISI NG, LLC
HARTWICK FIELDS	<b>App</b> 90579590	<b>App 15-</b> MAR-2021	<b>Reg</b> 6816280	<b>Reg 09-</b> AUG-2022	PSP FRANCHISI NG, LLC
HARTWICK FIELDS	<b>App</b> 90746508	<b>App 1-JUN-</b> 2021	<b>Reg</b> 6816465	<b>Reg 09-</b> AUG-2022	PSP FRANCHISI NG, LLC
OPTIMPLUS	<b>App</b> 90693062	<b>App 06-</b> MAY-2021	<b>Reg</b> 6816405	<b>Reg 09-</b> AUG-2022	PSP FRANCHISI NG, LLC
PET SUPPLIES PLUS REWARDS	<b>App</b> 90861369	<b>App 02-</b> AUG-2021	<b>Reg</b> 6958844	<b>Reg 17-JAN-</b> 2023	PSP FRANCHISI NG, LLC
PLAY ON! THEO'S OCTOPUS	<b>App</b> 90529989	<b>App 16-FEB-</b> 2021	<b>Reg</b> 6816149	<b>Reg 09-</b> AUG-2022	PSP FRANCHISI NG, LLC
PSP REWARDS	<b>App</b> 90861368	<b>App 02-</b> AUG-2021	<b>Reg</b> 7128061	<b>Reg 01-</b> AUG-2023	PSP FRANCHISI NG, LLC
RIGHT FOR EVERY APPETITE	<b>App</b> 90556989	<b>App 03-</b> MAR-2021	<b>Reg</b> 6816245	<b>Reg 09-</b> AUG-2022	PSP FRANCHISI NG, LLC
WAG N WASH	<b>App</b> 98052982	<b>App 21-JUN-</b> 2023	N/A	N/A	PSP FRANCHISI NG, LLC
WAG N WASH	<b>App</b> 98052972	<b>App 21-JUN-</b> 2023	N/A	N/A	PSP FRANCHISI NG, LLC
WAG N WASH	<b>App</b> 98052952	<b>App 21-JUN-</b> 2023	N/A	N/A	PSP FRANCHISI NG, LLC
ALTERED PHYSIQUE	<b>App</b> 97270329	<b>App 16-FEB-</b> 2022	<b>Reg</b> 7165781	<b>Reg 12-</b> SEPT-2023	VITAMIN SHOPPE PROCUREM ENT SERVICES, LLC



ALTERED STRENGTH PREWORKOUT	<b>App</b> 97207308	<b>App</b> 07-JAN- 2022	<b>Reg</b> 7027814	<b>Reg</b> 11-APR- 2023	VITAMIN SHOPPE PROCUREMENT SERVICES, LLC
ALTERED TEST	<b>App</b> 97207305	<b>App</b> 07-JAN- 2022	<b>Reg</b> 7027813	<b>Reg</b> 11-APR- 2023	VITAMIN SHOPPE PROCUREMENT SERVICES, LLC
BALANCING ACT	<b>App</b> 90661048	<b>App</b> 21- APR-2021	<b>Reg</b> 7069217	<b>Reg</b> 30- MAY-2023	VITAMIN SHOPPE PROCUREMENT SERVICES, LLC
FITFACTOR	<b>App</b> 90978813	<b>App</b> 11- MAR-2021	<b>Reg</b> 6969972	<b>Reg</b> 31-JAN- 2023	VITAMIN SHOPPE PROCUREMENT SERVICES, LLC
LOVE YOUR BRILLIANT SELF	<b>App</b> 90752421	<b>App</b> 03-JUN- 2021	<b>Reg</b> 7049886	<b>Reg</b> 09- MAY-2023	VITAMIN SHOPPE PROCUREMENT SERVICES, LLC
LOVE YOUR BRILLIANT SELF	<b>App</b> 97975650	<b>App</b> 03- DEC-2021	<b>Reg</b> 7088672	<b>Reg</b> 20-JUN- 2023	VITAMIN SHOPPE PROCUREMENT SERVICES, LLC
TRUEYOU	<b>App</b> 97289848	<b>App</b> 01- MAR-2022	<b>Reg</b> 7050622	<b>Reg</b> 09- MAY-2023	VITAMIN SHOPPE PROCUREMENT SERVICES, LLC
WOMEN'S EQUILIBRIUM BLEND	<b>App</b> 90869286	<b>App</b> 06- AUG-2021	N/A	N/A	VITAMIN SHOPPE PROCUREMENT SERVICES, LLC

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					SERVICES, LLC
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