

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM846219

<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>
infirst HEALTHCARE Inc		10/02/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SPP Credit Advisors II LLC		
<b>Street Address:</b>	550 Fifth Avenue		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4685119	DR. COCOA	
<b>Registration Number:</b>	4653608	DR. COCOA	
<b>Registration Number:</b>	4716999		
<b>Registration Number:</b>	4660385		
<b>Registration Number:</b>	5335726	RELIEF WITH A SMILE	
<b>Registration Number:</b>	7008822	INFIRST+ HEALTHCARE	
<b>Registration Number:</b>	6694860	ECOCARE	
<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>Email:</b>	trademarks@mcguirewoods.com		
<b>Correspondent Name:</b>	Christel Harlacher c/o McGuireWoods LLP		
<b>Address Line 1:</b>	800 East Canal Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Christel E. Harlacher		
<b>SIGNATURE:</b>	/Christel E. Harlacher/		
<b>DATE SIGNED:</b>	10/16/2023		

OP \$190.00 4685119

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 2, 2023 (this "Agreement"), is made by infirst HEALTHCARE Inc, a Delaware corporation ("Grantor"), in favor of SPP Credit Advisors II LLC, as administrative agent for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below) (in such capacity, together with its successors and permitted assigns in such capacity, the "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 2, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Riley Consumer Care Parent, LLC, a Delaware limited liability company ("Holdings"), Riley Consumer Care, LLC, a Delaware limited liability company (the "Borrower"), the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to that certain Guarantee and Collateral Agreement, dated as of October 2, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among, *inter alios*, Grantor and the Agent, pursuant to which Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

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 the Secured Obligations of Grantor, hereby grants to the Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its United States Trademark registrations and applications, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing; and
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

Section 4. Counterparts. This 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.


Section 5. Governing Law. This 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 New York.

Section 6. Loan Document. This Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

*[Signature Pages Follow]*

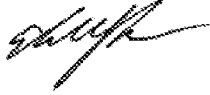
**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**INFIRST HEALTHCARE INC.**  
as Grantor

By:   
Name: Scott Chapman  
Title: Secretary

ACCEPTED AND AGREED  
as of the date first above written:

**SPP CREDIT ADVISORS II LLC,**  
as Agent



By: \_\_\_\_\_  
Name: Edward J. Zhu  
Title: Manager

**Schedule 1**

**Trademarks**

<b>Grantor with Ownership Interest</b>	<b>Trademark Title</b>	<b>Trademark Registration Number</b>	<b>Trademark Registration Date</b>	<b>Trademark Application Number</b>	<b>Trademark Application Date</b>
INFIRST HEALTHCARE INC	[Stylized INFIRST+ Logo]	4643099	November 25, 2014	79143149	December 2, 2013
INFIRST HEALTHCARE INC	DR. COCOA	4685119	February 10, 2015	85700783	August 10, 2012
INFIRST HEALTHCARE INC	[Stylized DR. COCOA Logo]	4653608	December 9, 2014	85892150	April 1, 2013
INFIRST HEALTHCARE INC	[Stylized OWL Logo]	4716999	April 7, 2015	85899816	April 10, 2013
INFIRST HEALTHCARE INC	[Stylized OWL Logo]	4660385	December 23, 2014	85932315	May 15, 2013
INFIRST HEALTHCARE INC	RELIEF WITH A SMILE	5335726	November 14, 2017	86391539	September 11, 2014
INFIRST HEALTHCARE INC	INFIRST+ HEALTHCARE	7008822	March 28, 2023	90355194	December 2, 2020
INFIRST HEALTHCARE INC	[Stylized ECOCARE ]	6694860	April 5, 2022	88876819	April 17, 2020