

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Defining Wellness Centers, LLC		10/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pinnacle Bank		
Street Address:	150 Third Avenue South, Suite 800		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6038214	DEFINING WELLNESS CENTERS	
Registration Number:	6146405	DEFINING WELLNESS CENTERS	
CORRESPONDENCE DATA			
Fax Number:	8662271809		
<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:	800-927-9801 x62348		
Email:	pagodoa@gmail.com		
Correspondent Name:	CSC Global		
Address Line 1:	1090 Vermont Avenue, NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	898 (CSC1 ref#-1290513)		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	10/17/2023		
Total Attachments: 4			
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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of October 12, 2023 (as the same may be amended, modified, extended or restated from time to time, the "Agreement"), by and among DWC Purchaser, Inc., a Delaware corporation (whose obligations as Borrower will be assumed by Defining Wellness Centers, LLC, a Delaware limited liability company ("DWC LLC") immediately upon the consummation of the Closing Date Acquisition), DWC LLC, as Borrower (immediately upon the consummation of the Closing Date Acquisition), the other Obligor party thereto (each an "Obligor" and collectively, the "Obligors") and Pinnacle Bank, a Tennessee state-chartered bank, as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in and a right to set off against the trademarks and trademark applications (other than to the extent constituting Excluded Property) shown below to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
	See <u>Schedule 1</u> attached hereto	

TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Applications</u>
	See <u>Schedule 1</u> attached hereto	

[Signature Page Follows]

The undersigned Obligor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

DEFINING WELLNESS CENTERS, LLC

By: _____

Name: Andrew Rothermel

Title: Chief Executive Officer

Acknowledged and Accepted:

PINNACLE BANK, a Tennessee state-chartered bank,
as Collateral Agent

By: _____

Name: Megan R. Breary

Title: Senior Vice President

Acknowledged and Agreed:

PINNACLE BANK, as Collateral Agent

Name: Megan R. Breary

Title: Senior Vice President

The undersigned Obligor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

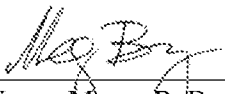
Very truly yours,

DEFINING WELLNESS CENTERS, LLC

By: _____
Name: _____
Title: _____

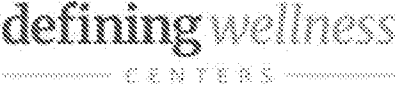
Acknowledged and Accepted:

PINNACLE BANK, a Tennessee state-chartered bank,
as Collateral Agent

By:  _____
Name: Megan R. Brearey
Title: Senior Vice President

Schedule 1

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
6,038,214	DEFINING WELLNESS CENTERS	April 21, 2020
6,146,405		September 8, 2020

TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Applications</u>