

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UST LLC		11/08/2023	Limited Liability Company: DELAWARE
Equinox Nutra LLC		11/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC Bank USA, as Agent		
Street Address:	70 West Madison Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5137416	UST	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	erin.roberson@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Christine Panaro		
SIGNATURE:	/Christine Panaro/		
DATE SIGNED:	11/09/2023		
Total Attachments: 10			
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COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

This Copyright, Patent and Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of November 8, 2023, is made among, UST LLC, a Delaware limited liability company ("UST"), EQUINOX NUTRA LLC, a Delaware limited liability company ("EQX"), and together with UST, each immediately after giving effect to the UST Related Transactions (as defined below), a "Company" and collectively, the "Companies", and CIBC BANK USA, as administrative agent for itself and the other Lenders defined below (in such capacity, "Agent").

RECITALS

A. Reference is made to that certain Credit Agreement dated as of March 16, 2022, as amended by that certain First Amendment to Credit Agreement, dated as of June 28, 2022, and as amended by that certain Joinder and Second Amendment to Credit Agreement (the "Second Amendment"), dated as of the date hereof, by and among, NORAX HOLDINGS LLC, a Delaware limited liability company ("Holdings"), NORAX LABORATORIES LLC, a Delaware limited liability company ("Labs"), NORAX INTERMEDIATE LLC, a Delaware limited liability company ("Norax Intermediate"), NORAX SUPPLEMENTS LLC, a Georgia limited liability company ("Supplements"), each Company (together with Holdings, Norax Intermediate, Labs, collectively, the "Borrower"), the financial institutions from time to time party thereto (the "Lenders"), and the Agent (as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") which sets forth the terms on which the Lenders may now or hereafter extend credit to or for the account of each Borrower.

B. Concurrently with the execution of the Second Amendment, each Company is joining the Guaranty and Collateral Agreement, dated March 16, 2022, by and among the Loan Parties and Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") pursuant to the terms of the Joinder to Guaranty and Collateral Agreement, dated as of the date hereof, by each Company for the benefit of the Agent, and each Company will become, as of the date hereof, a party to the Guaranty and Collateral Agreement.

C. As a condition to extending credit to or for the account of each Company, the Agent and the Lenders have required the execution and delivery of this Agreement by each Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and the other Loan Documents and herein, the parties hereby agree as follows:

1. All terms used herein (including in the Recitals) and not otherwise defined herein shall have the meanings given to them in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of each Company's right, title and interest in and to all copyrightable works and all copyrights of such Company and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit C.

"Patents" means all of each Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently

existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of each Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, (ii) the goodwill associated with each such item reference in clause (i) above, (iii) all licenses, fees or royalties with respect to each of the foregoing, and (iv) the right to sue for past, present and future infringement, dilution and damages therefor, in each case, as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Each Company hereby pledges and collaterally assigns to, and grants to, the Agent a security interest (the “Security Interest”), with power of sale to the extent permitted by law and in accordance with the Credit Agreement and the other Loan Documents, in the Copyrights, Patents and Trademarks (except as such may be considered Excluded Property, but only until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of each Company in such Trademarks is no longer on an “intent to use” basis) to secure payment and performance of the Obligations. As set forth in the Credit Agreement and Guaranty and Collateral Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any copyright, patent or trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Guaranty and Collateral Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Collateral Agreement and each Company hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Agent’s Security Interests granted hereunder shall be automatically released upon the Obligations being Paid in Full. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Company to evidence and record the release of the Lien on the Copyrights, Patents and Trademarks and Security Interests granted herein.

5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of this executed Agreement maintained by the Lenders shall be deemed to be originals.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Copyright, Patent and Trademark Security Agreement as of the date written above.

UST LLC, as a Company (immediately after giving effect to the consummation of the UST Related Transactions)
EQUINOX NUTRA LLC, as a Company (immediately after giving effect to the consummation of the UST Related Transactions)

By: 
Name: John Siemi
Title: Chief Executive Officer

[Norax-- Signature Page to IP Security Agreement (UST)]

CIBC BANK USA,
as Agent

By: 
Name: Jason P. Morgan
Title: Managing Director

EXHIBIT A

UNITED STATES ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS

REGISTRATIONS

Company	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
UST LLC	UST	87/089,642	5,137,416	June 30, 2016	February 7, 2017

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.

FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP
MARKS

REGISTRATIONS

None.

APPLICATION

None.

EXHIBIT C

UNITED STATES ISSUED COPYRIGHTS

None.

UNITED STATES COPYRIGHT APPLICATIONS

None.

FOREIGN ISSUED COPYRIGHTS

None.