

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DELOS LIVING LLC		11/22/2023	Limited Liability Company:
INTERNATIONAL WELL BUILDING INSTITUTE PBC		11/22/2023	Public Benefit Corporation:
WELL LIVING LAB INC.		11/22/2023	Corporation:
RECEIVING PARTY DATA			
Name:	SERENGETI ASSET MANAGEMENT, LP, as Agent		
Street Address:	632 Broadway, 9th Floor, Suite 901		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 66			
Property Type	Number	Word Mark	
Serial Number:	90136624	MINDBREAKS	
Serial Number:	90126964	STAY WELL	
Serial Number:	88035917	DELOS	
Serial Number:	88811402	STAY WELL	
Serial Number:	88980634	MINDBREAKS	
Serial Number:	88977347	MINDBREAKS	
Serial Number:	88207748	FRESH BY DELOS	
Serial Number:	88207738	FRESH	
Serial Number:	87383289	DELOS	
Serial Number:	87377661	WELLNESS BY DELOS	
Serial Number:	87983301	DELOS	
Serial Number:	87982830	DELOS	
Serial Number:	87980625	DARWIN BY DELOS	
Serial Number:	87980601	DARWIN	
Serial Number:	87978751	DELOS INNOVATE WELL	
Serial Number:	87978263	DELOS INNOVATE WELL	
Serial Number:	87432066	DARWIN BY DELOS	

CH \$1665.00 90136624

Property Type	Number	Word Mark
Serial Number:	87432046	DARWIN
Serial Number:	87372286	DELOS INNOVATE WELL
Serial Number:	87372241	DELOS
Serial Number:	87246550	WELLKIT
Serial Number:	86976491	STAY WELL
Serial Number:	86976482	STAY WELL MEETINGS
Serial Number:	86190207	STAY WELL
Serial Number:	86984198	DELOS INNOVATE WELL
Serial Number:	86984197	DELOS
Serial Number:	86984058	INNOVATE WELL
Serial Number:	86427128	STAY WELL
Serial Number:	86413200	STAY WELL
Serial Number:	86065669	DELOS
Serial Number:	85694494	STAY WELL
Serial Number:	85696870	STAY WELL
Serial Number:	85982946	STAY WELL
Serial Number:	85110114	DELOS
Serial Number:	85979147	DELOS
Serial Number:	85696842	STAY WELL AT
Serial Number:	97018990	WELL SILVER 20__
Serial Number:	97018880	WELL PLATINUM 20__
Serial Number:	97018943	WELL GOLD 20__
Serial Number:	90505064	WELL
Serial Number:	88742655	THE WELL CONFERENCE
Serial Number:	88655346	THE WELL CONFERENCE
Serial Number:	88813854	WE ARE WELL
Serial Number:	88947534	WELL HEALTH-SAFETY
Serial Number:	88977421	WELL V2
Serial Number:	88002636	WELL V2
Serial Number:	87980221	WELL COMMUNITY STANDARD
Serial Number:	87958731	WELL CORE
Serial Number:	87930618	WELL INTERNATIONAL WELL BUILDING INSTITU
Serial Number:	86417892	WELL AP
Serial Number:	86841087	INTERNATIONAL WELL BUILDING INSTITUTE WE
Serial Number:	86419227	INTERNATIONAL WELL BUILDING INSTITUTE
Serial Number:	86419251	INTERNATIONAL WELL BUILDING INSTITUTE
Serial Number:	86419215	INTERNATIONAL WELL BUILDING INSTITUTE
Serial Number:	86419189	IWBI

Property Type	Number	Word Mark
Serial Number:	86841016	INTERNATIONAL WELL BUILDING INSTITUTE WE
Serial Number:	86840929	INTERNATIONAL WELL BUILDING INSTITUTE WE
Serial Number:	86821277	WELL AP
Serial Number:	86773672	WELL COMMUNITY STANDARD
Serial Number:	86417439	WELL MULTIFAMILY RESIDENTIAL CERTIFIED
Serial Number:	86371702	WELL BUILDING STANDARD
Serial Number:	86362464	WELLOGRAPHIES
Serial Number:	86362455	WELLOGRAPHY
Serial Number:	85979353	WELL BUILDING STANDARD
Serial Number:	86803235	INDOOR HEALTH BEGINS HERE
Serial Number:	86818582	WELL LIVING LAB

CORRESPONDENCE DATA

Fax Number: 4159472099

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.

Phone: 4159472169

Email: qluflood@wsgr.com

Correspondent Name: Wilson Sonsini Goodrich & Rosati, P.C.

Address Line 1: One Market Plaza, Spear Tower, Suite 330

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	61100.000
NAME OF SUBMITTER:	Qui Lu Flood
SIGNATURE:	/Qui Lu Flood/
DATE SIGNED:	11/22/2023

Total Attachments: 10

source=Serengeti - Delos - Trademark Security Agreement (Executed)#page1.tif
source=Serengeti - Delos - Trademark Security Agreement (Executed)#page2.tif
source=Serengeti - Delos - Trademark Security Agreement (Executed)#page3.tif
source=Serengeti - Delos - Trademark Security Agreement (Executed)#page4.tif
source=Serengeti - Delos - Trademark Security Agreement (Executed)#page5.tif
source=Serengeti - Delos - Trademark Security Agreement (Executed)#page6.tif
source=Serengeti - Delos - Trademark Security Agreement (Executed)#page7.tif
source=Serengeti - Delos - Trademark Security Agreement (Executed)#page8.tif
source=Serengeti - Delos - Trademark Security Agreement (Executed)#page9.tif
source=Serengeti - Delos - Trademark Security Agreement (Executed)#page10.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of November, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SERENGETI ASSET MANAGEMENT, LP in its capacity as administrative agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement, dated as of November 22, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among DELOS LIVING LLC, a Delaware limited liability company ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of November 22, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Liabilities, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, in each case, to the extent constituting Collateral, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that the Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Liabilities, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Liabilities and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND


JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.


GRANTORS:

DELOS LIVING LLC

By: 

NName: Paul Scialla
TTitle: Chief Executive Officer

**INTERNATIONAL WELL BUILDING
INSTITUTE PBC**

By: 

NName: Paul Scialla
TTitle: VVice Chairman

WELL LIVING LAB INC.

By: *Peter Scialla*

Name: Peter Scialla
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

SERENGETI ASSET MANAGEMENT, LP

AGENT:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

DELOS LIVING LLC

By: _____
Name: _____
Title: _____

**INTERNATIONAL WELL BUILDING INSTITUTE
PBC**

By: _____
Name: _____
Title: _____

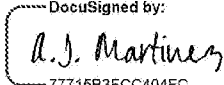
WELL LIVING LAB INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

SERENGETI ASSET MANAGEMENT, LP

By:  _____
Name: A.J. Martinez
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
Delos Living LLC	MINDBREAKS	90136624	08/25/2020	6577695	11/30/2021
Delos Living LLC	STAY WELL	90126964	08/20/2020	6541035	10/26/2021
Delos Living LLC	DELOS	88035917	07/12/2018	7115556	07/18/2023
Delos Living LLC	STAY WELL	88811402	02/26/2020	7075602	06/06/2023
Delos Living LLC	MINDBREAKS	88980634	01/09/2019	6317348	04/06/2021
Delos Living LLC	MINDBREAKS	88977347	01/09/2019	6071214	06/02/2020
Delos Living LLC	FRESH BY DELOS	88207748	11/27/2018	6309464	03/30/2021
Delos Living LLC	FRESH	88207738	11/27/2018	6283681	03/02/2021
Delos Living LLC	DELOS	87383289	03/23/2017	6502491	09/28/2021
Delos Living LLC	WELLNESS BY DELOS	87377661	03/20/2017	6455879	08/17/2021
Delos Living LLC	DELOS	87983301	03/23/2017	6158669	09/22/2020
Delos Living LLC	DELOS	87982830	03/23/2017	6043186	04/28/2020
Delos Living LLC	DARWIN BY DELOS	87980625	05/01/2017	5789403	06/25/2019
Delos Living LLC	DARWIN	87980601	05/01/2017	5777334	06/11/2019
Delos Living LLC	DELOS INNOVATE WELL	87978751	12/15/2016	5607260	11/13/2018
Delos Living LLC	DELOS INNOVATE WELL	87978263	12/15/2016	5561262	09/11/2018
Delos Living LLC	DARWIN BY DELOS	87432066	05/01/2017	6266873	02/09/2021
Delos Living LLC	DARWIN	87432046	05/01/2017	6206000	11/24/2020
Delos Living LLC	DELOS INNOVATE WELL	87372286	03/15/2017	6142175	09/01/2020

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
Delos Living LLC	DELOS	87372241	03/15/2017	6142174	09/01/2020
Delos Living LLC	WELLKIT	87246550	11/23/2016	6102366	07/14/2020
Delos Living LLC	STAY WELL	86976491	10/22/2013	4787514	08/04/2015
Delos Living LLC	STAY WELL MEETINGS	86976482	01/24/2014	4787512	08/04/2015
Delos Living LLC	STAY WELL	86190207	02/11/2014	4744669	05/26/2015
Delos Living LLC	DELOS INNOVATE WELL	86984198	10/30/2015	5604040	11/13/2018
Delos Living LLC	DELOS	86984197	10/30/2015	5604039	11/13/2018
Delos Living LLC	INNOVATE WELL	86984058	10/29/2015	5558196	09/11/2018
Delos Living LLC	STAY WELL	86427128	10/17/2014	4878450	12/29/2015
Delos Living LLC	STAY WELL	86413200	10/02/2014	5498066	06/19/2018
Delos Living LLC	DELOS	86065669	09/16/2013	4676258	01/20/2015
Delos Living LLC	STAY WELL	85694494	08/03/2012	4385424	08/13/2013
Delos Living LLC	STAY WELL	85696870	08/07/2012	4365984	07/09/2013
Delos Living LLC	STAY WELL	85982946	10/23/2012	4773401	07/14/2015
Delos Living LLC	DELOS	85110114	08/18/2010	4023793	09/06/2011
Delos Living LLC	DELOS	85979147	03/29/2013	4577295	07/29/2014
Delos Living LLC	STAY WELL AT	85696842	08/07/2012	4385434	08/13/2013
International WELL Building Institute PBC	WELL SILVER 20__	97018990	09/09/2021	-	-
International WELL Building Institute PBC	WELL PLATINUM 20__	97018880	09/09/2021	6892881	11/08/2022
International WELL Building Institute PBC	WELL GOLD 20__	97018943	09/09/2021	6883476	10/25/2022

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
International WELL Building Institute PBC	WELL	90505064	02/02/2021	6770824	06/28/2022
International WELL Building Institute PBC	THE WELL CONFERENCE	88742655	12/30/2019	7139427	08/15/2023
International WELL Building Institute PBC	THE WELL CONFERENCE	88655346	10/15/2019	7139387	08/15/2023
International WELL Building Institute PBC	WE ARE WELL	88813854	02/27/2020	-	-
International WELL Building Institute PBC	WELL HEALTH-SAFETY	88947534	06/04/2020	6992110	02/28/2023
International WELL Building Institute PBC	WELL V2	88977421	06/15/2018	6186818	10/27/2020
International WELL Building Institute PBC	WELL V2	88002636	06/15/2018	6356379	05/18/2021
International WELL Building Institute PBC	WELL COMMUNITY STANDARD	87980221	06/21/2017	5909294	11/12/2019
International WELL Building Institute PBC	WELL CORE	87958731	06/12/2018	6164571	09/29/2020
International WELL Building Institute PBC	WELL INTERNATIONAL WELL BUILDING INSTITUTE	87930618	05/21/2018	6283544	03/02/2021
International WELL Building Institute PBC	WELL AP	86417892	10/08/2014	5301867	10/03/2017
International WELL Building Institute PBC	INTERNATIONAL WELL BUILDING INSTITUTE WELL PLATINUM	86841087	12/07/2015	5076663	11/08/2016

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
International WELL Building Institute PBC	INTERNATIONAL WELL BUILDING INSTITUTE	86419227	10/09/2014	4914747	03/08/2016
International WELL Building Institute PBC	INTERNATIONAL WELL BUILDING INSTITUTE	86419251	10/09/2014	4893552	01/26/2016
International WELL Building Institute PBC	INTERNATIONAL WELL BUILDING INSTITUTE	86419215	10/09/2014	4751584	06/09/2015
International WELL Building Institute PBC	IWBI	86419189	10/09/2014	4763625	06/30/2015
International WELL Building Institute PBC	INTERNATIONAL WELL BUILDING INSTITUTE WELL GOLD	86841016	12/07/2015	6108132	07/21/2020
International WELL Building Institute PBC	INTERNATIONAL WELL BUILDING INSTITUTE WELL SILVER	86840929	12/07/2015	6108131	07/21/2020
International WELL Building Institute PBC	WELL AP	86821277	11/16/2015	6136490	08/25/2020
International WELL Building Institute PBC	WELL COMMUNITY STANDARD	86773672	09/30/2015	5370551	01/02/2018
International WELL Building Institute PBC	WELL MULTIFAMILY RESIDENTIAL CERTIFIED	86417439	10/07/2014	5530480	07/31/2018
International WELL Building Institute PBC	WELL BUILDING STANDARD	86371702	08/20/2014	4703831	03/17/2015
International WELL Building Institute PBC	WELLOGRAPHIES	86362464	08/11/2014	5525082	07/24/2018
International WELL Building Institute PBC	WELLOGRAPHY	86362455	08/11/2014	5380897	01/16/2018

Owner	Mark	Serial No.	Filing Date	Registration No.	Registration Date
International WELL Building Institute PBC	WELL BUILDING STANDARD	85979353	09/24/2012	4366131	07/09/2013
Well Living Lab Inc.	INDOOR HEALTH BEGINS HERE	86803235	10/29/2015	5067215	10/25/2016
Well Living Lab Inc.	WELL LIVING LAB	86818582	11/12/2015	5724511	04/16/2019

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.