

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM861846

<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>
Eating Recovery Center LLC		12/18/2023	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6987777	EATING RECOVERY AT HOME	
<b>Serial Number:</b>	97234291	PATHLIGHT AT HOME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>	(404) 572-3117		
<b>Email:</b>	aquinn@KSLAW.com		
<b>Correspondent Name:</b>	Alanna Quinn		
<b>Address Line 1:</b>	1180 Peachtree St NE		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Alanna Quinn		
<b>SIGNATURE:</b>	/s/ Alanna Quinn		
<b>DATE SIGNED:</b>	12/18/2023		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of December 18, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) is made by Eating Recovery Center LLC, a Colorado limited liability company (the “Grantor”) in favor of Antares Capital LP, as Collateral Agent (in such capacity, the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Alpine Bidco Inc., a Delaware corporation, as Holdings, ERC TOPCO HOLDINGS, LLC (as successor by merger to ALPINE MERGERSUB LLC, the “Borrower”), the Collateral Agent, Antares Capital LP, as the Administrative Agent (in such capacity, the “Administrative Agent”) and an L/C Issuer, and each lender from time to time party thereto (collectively, the “Lenders” and, individually, a “Lender”) have entered into the Credit Agreement, dated as of November 10, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to extend credit to the Borrower, the L/C Issuers have severally agreed to issue Letters of Credit for the account of the Borrower, the Hedge Banks have agreed to enter into the Secured Hedge Agreements and the Cash Management Banks have agreed to enter into the Cash Management Agreements, in each subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement, dated as of November 10, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to extend credit, of the L/C Issuers to issue Letters of Credit, of the Hedge Banks to enter into the Secured Hedge Agreements and of the Cash Management Banks to enter into the Cash Management Agreements.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property (as defined in the Security Agreement) of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the United States registered Trademarks (as defined in the Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule A hereto, together with all goodwill associated therewith.

SECTION 2. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EATING RECOVERY CENTER LLC,  
as Grantor

By: DocuSigned by:  
*Fred Pensotti*  
038865CCE7C423  
Name: Fred Pensotti  
Title: Chief Executive Officer

**ANTARES CAPITAL LP, as Collateral Agent**



By: \_\_\_\_\_

Name: Ellen Weaver

Its: Duly Authorized Signatory

SCHEDULE A

United States Trademarks and Trademark Applications

Trademark	App. No. / Date	Registration No. / Date	Owner
Eating Recovery at Home	97/234,258 03/15/2022	69/877,777 02/21/2023	Eating Recovery Center LLC
Pathlight at Home	97/234,291 01/24/2022	Pending/Under Examination	Eating Recovery Center LLC