

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM862640

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WORLDWIDE SPORT NUTRITIONAL SUPPLEMENTS, INC.		12/20/2023	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	FORTRESS CREDIT CORP.
<b>Street Address:</b>	1345 AVENUE OF THE AMERICAS, 46TH FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10105
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2745850	BALANCE
Registration Number:	3937988	BALANCE
Registration Number:	2659753	BALANCE BAR
Registration Number:	3036771	BALANCE BAR
Registration Number:	2999244	BALANCE BAR GOLD
Registration Number:	1911063	BODY FORTRESS
Registration Number:	2058523	MET-RX
Registration Number:	2556583	MET-RX PROTEIN PLUS
Registration Number:	1962981	METAMYOSYN
Registration Number:	5160104	MET-RX · MX SPORTS NUTRITION -
Registration Number:	5088405	MET-RX
Registration Number:	2871892	PURE PROTEIN
Registration Number:	4725680	PURE PROTEIN
Registration Number:	2981290	ULTRAMYOSYN
Registration Number:	3657522	YOUR BODY YOUR FORTRESS
Registration Number:	6542616	PURE PROTEIN

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**CORRESPONDENCE DATA****Fax Number:**

*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:** 404-881-4458  
**Email:** elissa.hart@alston.com  
**Correspondent Name:** Alston & Bird  
**Address Line 1:** 1201 W. Peachtree St.  
**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	605983
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<b>NAME OF SUBMITTER:</b>	Elissa Hart
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<b>SIGNATURE:</b>	/Elissa Hart/
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<b>DATE SIGNED:</b>	12/20/2023
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**Total Attachments: 6**

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FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK

This FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of December 20, 2023 (this "Agreement"), is made by Worldwide Sport Nutritional Supplements, Inc., a New York Corporation (the "Grantor"), in favor of Fortress Credit Corp., as the Collateral Agent for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of December 20, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among 1440 Foods Intermediate, Inc., a Delaware corporation ("Holdings"), 1440 Foods Topco, LLC, a Delaware limited liability company (the "Borrower"), the Lenders from time to time party thereto, Fortress Credit Corp., as the Administrative Agent and the Collateral Agent, and the other parties from time to time party thereto, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and any other Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the First Lien Security Agreement, dated as of December 20, 2023 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral 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 all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans to the Borrower and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with the Borrower and/or the Restricted Subsidiaries, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks to the extent owned by the Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Trademarks Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed with, and accepted by, the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This 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.

4. Termination or Release. Upon the termination of the Security Agreement or release of the Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of the Grantor under this First Lien Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

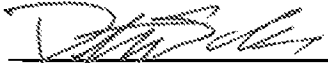
WORLDWIDE SPORT NUTRITIONAL  
SUPPLEMENTS, INC.  
as a Grantor

By:   
Name: Jordan Arma  
Title: Senior Vice President, Finance

[IL Grant of Security Interest in Trademark]

**TRADEMARK**  
**REEL: 008295 FRAME: 0783**

FORTRESS CREDIT CORP.,  
as the Collateral Agent

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

Name: Dustin Schiavi

Title: Authorized Signatory

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

Registrations:

<b>Mark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
BALANCE	76194400	16-Jan-2001	2745850	05-Aug-2003	Worldwide Sport Nutritional Supplements, Inc.
BALANCE	85099089	03-Aug-2010	3937988	29-Mar-2011	Worldwide Sport Nutritional Supplements, Inc.
BALANCE BAR	75321186	08-Jul-1997	2659753	10-Dec-2002	Worldwide Sport Nutritional Supplements, Inc.
BALANCE BAR	78416165	10-May-2004	3036771	27-Dec-2005	Worldwide Sport Nutritional Supplements, Inc.
BALANCE BAR GOLD	78409022	27-Apr-2004	2999244	20-Sep-2005	Worldwide Sport Nutritional Supplements, Inc.
BODY FORTRESS	74569290	02-Sep-1994	1911063	15-Aug-1995	Worldwide Sport Nutritional Supplements, Inc.
MET RX	74431171	02-Sep-1993	2058523	06-May-1997	Worldwide Sport Nutritional Supplements, Inc.
MET RX PROTEIN PLUS	75703896	12-May-1999	2556583	02-Apr-2002	Worldwide Sport Nutritional Supplements, Inc.
METAMYOSYN	74608787	09-Dec-1994	1962981	19-Mar-1996	Worldwide Sport Nutritional Supplements, Inc.
MET·RX·MX SPORTS NUTRITION -	87115111	25-Jul-2016	5160104	14-Mar-2017	Worldwide Sport Nutritional Supplements, Inc.
MET-RX & Design (2016 logo)	86903508	10-Feb-2016	5088405	22-Nov-2016	Worldwide Sport Nutritional Supplements, Inc.
PURE PROTEIN	75385048	05-Nov-1997	2871892	10-Aug-2004	Worldwide Sport Nutritional

Mark	Application Number	Filing Date	Registration Number	Registration Date	Owner
					Supplements, Inc.
PURE PROTEIN (supplemental register)	86443150	03-Nov-2014	4725680	21-Apr-2015	Worldwide Sport Nutritional Supplements, Inc.
ULTRAMYOSYN	76266464	05-Jun-2001	2981290	02-Aug-2005	Worldwide Sport Nutritional Supplements, Inc.
YOUR BODY YOUR FORTRESS	77648154	13-Jan-2009	3657522	21-Jul-2009	Worldwide Sport Nutritional Supplements, Inc.
PURE PROTEIN	90142660	27-Aug-2020	6542616	02-Nov-2021	Worldwide Sport Nutritional Supplements, Inc.

Applications:

None.