

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM862874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREAT HEALTHWORKS, INC.		12/19/2023	Corporation: NEVADA
NEW YOU BRANDS, INC.		12/19/2023	Corporation: FLORIDA
GREAT LEARNINGWORKS, INC.		12/19/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	BANKUNITED, N.A.		
Street Address:	333 E. LAS OLAS BLVD		
Internal Address:	3RD FLOOR		
City:	FT. LAUDERDALE		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5093705	OMEGAXL BY GREAT HEALTHWORKS	
Registration Number:	5142473	OMEGAXL SPORT	
Registration Number:	6521100	PERFORM EXCEL RECOVER	
Registration Number:	5111024	RESULTS YOU CAN FEEL...OMEGAXL	
Registration Number:	5753082	TIME, LOVE & TENDERNESS	
Registration Number:	5499032	TL TOTALEE	
Registration Number:	5449467	TOTALEE	
Registration Number:	6366291	TURMERICXL	
Registration Number:	6235282	VITAMINXL	
Registration Number:	6350227	VITAMINXL	
Registration Number:	5776671	X2 TECHNOLOGY	
Registration Number:	6886055	HEARTXL	
Registration Number:	6886172	TRIOXL	
Registration Number:	7026367	NEW YOU THE VOICE OF HEALTH & BEAUTY	
Registration Number:	7044993	SLEEPXL	

OP \$565.00 5093705

Property Type	Number	Word Mark
Registration Number:	7176487	XL IN EVERYTHING YOU DO
Registration Number:	5360415	G GREAT LEARNINGWORKS
Registration Number:	5247271	NEW YOU RED CARPET
Registration Number:	5711717	NEW YOU ROCKS
Registration Number:	5105289	NEW YOU
Registration Number:	5119902	NEW YOU
Registration Number:	4479535	NEW YOU

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: 561-671-5822

Email: PTOMAIL@SHUTTS.COM

Correspondent Name: JODI-ANN TILLMAN

Address Line 1: 201 EAST LAS OLAS BLVD.

Address Line 2: SUITE 2200

Address Line 4: FT. LAUDERDALE, FLORIDA 33301

ATTORNEY DOCKET NUMBER:	31957.0513
NAME OF SUBMITTER:	Jodi-Ann Tillman
SIGNATURE:	/Jodi-Ann Tillman/
DATE SIGNED:	12/21/2023

Total Attachments: 6

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FIRST AMENDMENT AND JOINDER TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into this 19th day of December, 2023, by and among GREAT HEALTHWORKS, INC., a Nevada corporation ("GHW"), NEW YOU BRANDS, INC., a Florida corporation ("NYB"), and GREAT LEARNINGWORKS, INC., a Florida corporation ("GLW" and together with GHW and NYB, "Debtor") and BANKUNITED, N.A. ("Secured Party").

Recitals:

Reference is made to that certain Trademark Security Agreement among GHW and Secured Party dated November 2, 2016 (as at any time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"). Capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Trademark Security Agreement.

Debtor, certain other Guarantors and Secured Party are certain Third Amended and Restated Credit and Security Agreement dated as of the dated hereof (the "Amended Credit Agreement"). In connection with the Credit Agreement, Debtor has advised it holds additional trademarks and trademark applications of Debtor not included as "Trademark Collateral" in the Trademark Security Agreement.

To induce Secured Party to enter into the Amended Credit Agreement, NYB and GLW have agreed to join the Trademark Security Agreement and Debtor has agreed to revise Schedule 1.1 of the Trademark Security Agreement to include the new trademarks and trademark applications within the definition of "Trademark Collateral" under the Trademark Security Agreement. Subject to the terms and on the conditions contained herein, Debtor and Secured Party hereby agree to enter into this Amendment to revise Schedule 1.1 to the Trademark Security Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- 1. Definitions.** All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Trademark Security Agreement.
- 2. Amendment to Trademark Security Agreement.** The Trademark Security Agreement is hereby amended by adding the trademarks and trademark applications contained on Exhibit A to this Amendment to Schedule 1.1 of the Trademark Security Agreement. NYB and GLW hereby join and become parties to the Trademark Security Agreement, each as a "Debtor" thereunder with the same force and effect as if originally named therein as a Debtor, and without limiting the foregoing, expressly assumes all obligations and liabilities of Debtor thereunder.
- 3. Grant of Security Interest.** To secure the prompt payment and performance of the Obligations, Debtor hereby pledges, assigns, grants and re-grants to Secured Party a continuing security interest in and Lien upon the Trademark Collateral, including, without limitation, the trademarks and trademark applications listed on Exhibit A attached to this Amendment.

4. **Reaffirmation by Debtor.** Debtor hereby restates, reaffirms and ratifies the representations, warranties, covenants and agreements made by Debtor in the Trademark Security Agreement. Additionally, Debtor hereby represents and warrants to Secured Party that Schedule 1.1 to the Trademark Security Agreement, as supplemented hereby, contains a complete and accurate list of the Trademarks owned by Debtor as of the date hereof (other than with respect to Trademarks that may have become obsolete), and that all such Trademarks described in Exhibit A to this Amendment shall constitute Trademark Collateral under the Trademark Security Agreement securing the Obligations. Debtor further represents and warrants to Secured Party that it has the full authority to enter into this Amendment and to grant the security interests and Liens provided for in the Trademark Security Agreement.

5. **Reference to Trademark Security Agreement.** Upon the effectiveness of this Amendment, each reference in the Trademark Security Agreement to "this Agreement," "hereunder," or words of like import shall mean and be a reference to the Trademark Security Agreement, as amended by this Amendment.

6. **Effectiveness; Governing Law.** This Amendment shall be effective upon acceptance by Lender (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any conflict of law principles thereof (but giving effect to federal laws relating to national banks).

7. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **No Novation, etc.** Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect.

9. **Counterparts; Electronic Signatures.** This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature delivered by a party by facsimile or electronic mail transmission shall be deemed to be an original signature hereto.

10. **Further Assurances.** Debtor agrees to take such further actions as Secured Party shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

11. **Section Titles.** Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto.

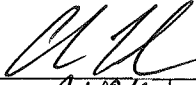
12. **Release of Claims.** Debtor acknowledges and agrees that it has no knowledge or awareness of any actual or potential claim or cause of action against Secured Party relating to any actions or events occurring on or before the date hereof, and hereby waives and releases any right to assert same.

13. Waiver of Jury Trial. To the fullest extent permitted by applicable law, the parties hereto each hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this Amendment.

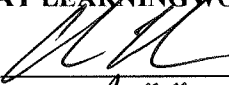
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed under seal and delivered by their respective duly authorized officers on the date first written above.

DEBTOR:

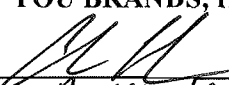
GREAT HEALTHWORKS, INC.

By: 
Name: Andrew LABIANCA
Title: CEO

GREAT LEARNINGWORKS, INC.

By: 
Name: Andrew LABIANCA
Title: CEO

NEW YOU BRANDS, INC.

By: 
Name: Andrew LABIANCA
Title: CEO

SECURED PARTY:

BANKUNITED, N.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed under seal and delivered by their respective duly authorized officers on the date first written above.

DEBTOR:

GREAT HEALTHWORKS, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

BANKUNITED, N.A.

By: Max Mortellaro
Name: Max Mortellaro
Title: SVP

EXHIBIT A

ADDITIONAL TRADEMARK COLLATERAL

Trademark Name	Registration / Application Number
OmegaXL by Great HealthWorks	5093705
OmegaXL Sport	5142473
Perform Excel Recover	6521100
Results You Can Feel...OmegaXL	5111024
Time, Love & Tenderness	5753082
Totalee (and design)	5499032
Totalee	5449467
TurmericXL	6366291
VitaminXL (and design)	6235282
VitaminXL	6350227
X2 Technology	5776671
HeartXL	6886055
TrioXL	6886172
NEW YOU THE VOICE OF HEALTH & BEAUTY	7026367
SleepXL	7044993
XL In Everything You Do	7176487
G Great LearningWorks (and design)	5360415
New You Red Carpet	5247271
New You Rocks	5711717
New You (and design)	5105289
New You	5119902
New You (and design)	4479535