

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI13928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nutrisystem, Inc.		02/06/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as Administrative Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Aktiengesellschaft (Ag): GERMANY		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	98108005	COMPLETE 55	
Serial Number:	97590730	NUTRISYSTEM	
Serial Number:	98125206	UNIQUELY YOURS MAX+	
Registration Number:	6943783	BODY SELECT	
Registration Number:	6441893	BODY SELECT	
Registration Number:	6613038	HEARTY INSPIRATIONS	
Registration Number:	6925613	NUMI SMARTADAPT	
Registration Number:	7219407	PROSYNC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312993-2652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitars		
Address Line 1:	c/o Latham & Watkins LLP		
Address Line 2:	330 North Wabash Avenue, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049259-0260		
NAME OF SUBMITTER:	Heather Poitars		

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SIGNATURE:	Heather Poitras
DATE SIGNED:	02/08/2024
Total Attachments: 6 source=Wellful - First Lien Trademark Security Agreement [Executed]#page1.tif source=Wellful - First Lien Trademark Security Agreement [Executed]#page2.tif source=Wellful - First Lien Trademark Security Agreement [Executed]#page3.tif source=Wellful - First Lien Trademark Security Agreement [Executed]#page4.tif source=Wellful - First Lien Trademark Security Agreement [Executed]#page5.tif source=Wellful - First Lien Trademark Security Agreement [Executed]#page6.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of February 6, 2024 (this “Agreement”), among Nutrisystem, Inc., a Delaware corporation, SBD Enterprises, LLC, a Delaware limited liability company, Healthy Directions, LLC, a Delaware limited liability company, Direct Digital, LLC, a Delaware limited liability company, and NAC Marketing Company, LLC, a Delaware limited liability company (the “Grantor”) and DEUTSCHE BANK AG NEW YORK BRANCH (“Deutsche Bank”), as Administrative Agent.

Reference is made to (a) the First Lien Credit Agreement dated as of April 21, 2021 (as amended by that certain Amendment No. 1 to First Lien Credit Agreement, dated as of July 21, 2022, and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among KNS Midco Corp., a Delaware corporation (“Holdings”), Wellful Inc. (f/k/a KNS Acquisition Corp.), a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto and Deutsche Bank, as Administrative Agent, and (b) the First Lien Guarantee and Collateral Agreement dated as of April 21, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and Deutsche Bank, as Administrative Agent. The Lenders and the Issuing Banks have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to continue to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to continue to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Collateral Agreement or (in the case of terms that are defined in the Credit Agreement and not defined in the Collateral Agreement) in the Credit Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II; and

(b) all goodwill associated therewith or symbolized thereby.

Notwithstanding anything to the contrary contained in clauses (a) or (b) above, the security interest created by this Agreement shall not extend to any “intent to use” trademark application for which a statement of use has not been filed with the United States Patent and Trademark Office, but only to the extent that the grant of the Security Interest would invalidate such trademark application.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Recordation. The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by fax, emailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Incorporation by Reference. The provisions of Sections 7.02, 7.03, 7.08 and 7.09 of the Collateral Agreement are hereby incorporated by reference herein as if set forth in full force herein, *mutatis mutandis*.

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NUTRISYSTEM, INC.
SBD ENTERPRISES, LLC
HEALTHY DIRECTIONS, LLC
DIRECT DIGITAL, LLC
NAC MARKETING COMPANY, LLC

By:  _____
Name: David Gassko
Title: Vice President

**DEUTSCHE BANK AG NEW YORK BRANCH, as
Administrative Agent**

By: 
Name: Philip Tanorra
Title: Director
philip.tanorra@db.com
212-250-6576


By: 
Name: Lauren Danbury
Title: Vice President

SCHEDULE I

Trademarks Owned by NAC Marketing Company, LLC

U.S. Trademark Registrations and Applications

Trademark Registrations:

Registered Owner	Mark	Registration Number	Registration Date
Nutrisystem, Inc.	BODY SELECT	6,943,783	January 3, 2023
Nutrisystem, Inc.	BODY SELECT	6,441,893	August 3, 2021
Nutrisystem, Inc.	HEARTY INSPIRATIONS	6,613,038	January 11, 2022
Nutrisystem, Inc.	NUMI SMARTADAPT	6,925,613	December 13, 2022
Nutrisystem, Inc.	PROSYNC	7,219,407	November 14, 2023
SBD Enterprises, LLC	SOUTH BEACH DIET	6,999,108	March 14, 2023
SBD Enterprises, LLC	THE PALM	7,012,642	March 28, 2023
Healthy Directions, LLC	BEHEALTHISTIC	7,145,574	August 22, 2023
Healthy Directions, LLC	BERBERINE+ GLUCOGOLD	6,843,136	September 13, 2022
Healthy Directions, LLC	CARDIOCALM	7,076,652	June 6, 2023
Healthy Directions, LLC	CLEAR'SAFF	6,960,479	January 24, 2023
Healthy Directions, LLC	COOL COMFORT	7,070,078	May 30, 2023
Healthy Directions, LLC	DR. SINATRA CARDIO IMMUNE SUPPORT	6,734,959	May 24, 2022
Healthy Directions, LLC	GLUCOGOLD	6,843,137	September 13, 2022
Healthy Directions, LLC	LIFEBIOME SHINE	7,123,077	July 25, 2023
Healthy Directions, LLC	PRAJNA	7,152,511	August 29, 2023
Healthy Directions, LLC	SINATRA NUTRITION	6,337,713	May 4, 2021
Healthy Directions, LLC	VEDA BALANCE	7,166,105	September 12, 2023
Healthy Directions, LLC	VEDA LEAN	7,130,664	August, 8, 2023
Healthy Directions, LLC	VEDA RESCUE	7,152,512	August 29, 2023
Direct Digital, LLC	AGELESS MALE PRO-T	7,087,616	June 20, 2023
Direct Digital, LLC	Design Only: 	6,751,939	June 7, 2022

Registered Owner	Mark	Registration Number	Registration Date
Direct Digital, LLC	MAX-T	7,094,381	June 27, 2023
Direct Digital, LLC	Instaflex (Stylized) <i>Instaflex</i>	7,221,903	November 21, 2023
Healthy Directions, LLC	CRANACTIV	7,246,340	December 19, 2023

Trademark Applications:

Registered Owner	Mark	Application Number	Filing Date
Healthy Directions, LLC	MAX PACKS	90/574,330	March 11, 2021
Nutrisystem, Inc.	COMPLETE 55	98/108,005	July 29, 2023
Nutrisystem, Inc.	NUTRISYSTEM	97/590,730	September 14, 2022
Nutrisystem, Inc.	UNIQUELY YOURS MAX+	98/125,206	August 9, 2023