

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI130327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Brook Capital Partners, LLC, as Agent		03/28/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Diamond Nutrition Counseling, Inc		
Street Address:	4 Creek Parkway Suite A		
City:	Boothwyn		
State/Country:	PENNSYLVANIA		
Postal Code:	19061		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6887202	DIAMOND NUTRITION COUNSELING	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	3125778438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin		
Address Line 1:	525 West Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	Raquel Haleem		
DATE SIGNED:	03/28/2024		
Total Attachments: 4			
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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “Release”) is made as of March 28, 2024, by Twin Brook Capital Partners, LLC, in its capacity as administrative agent for all Lenders (“Agent”), in favor of Diamond Nutrition Counseling, Inc, a Pennsylvania corporation (“Grantor”), pursuant to the Guarantee and Collateral Agreement (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Guarantee and Collateral Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the terms and conditions of that certain Guarantee and Collateral Agreement, dated as of October 8, 2021, by and among certain affiliates of Grantor, the other grantors party thereto and Agent (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time the “Guarantee and Collateral Agreement”), Grantor pledged and granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s Collateral;

WHEREAS, Grantor and Agent were parties to that certain Trademark Security Agreement, dated as of July 30, 2023 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), pursuant to which Grantor granted to Agent, for the ratable benefit of the Lenders, a security interest (the “Security Interest”) in the Trademark Collateral (as defined below) to secure the payment and performance of the Secured Obligations;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on August 2, 2023, at Reel 8153, Frame 0311; and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of the Guarantee and Collateral Agreement, Agent hereby states as follows:

1. Agent hereby terminates the Trademark Security Agreement and terminates, releases, and discharges its Security Interest, and all of its right, title and interest in, to and under the following (collectively the “Trademark Collateral”) shall hereby cease and become void:

a. each Trademark listed on Schedule A annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

b. all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or impairment of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

2. Agent hereby agrees, at Grantor’s expense, to execute and deliver to Grantor such documents, instruments, notices and releases as Grantor shall reasonably request to evidence the release of the Security Interest contemplated hereby.


3. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO

CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY STATE OTHER THAN THE STATE OF NEW YORK.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed as of the day and year first above written.

TWIN BROOK CAPITAL PARTNERS, LLC, as
Agent

By: 
Kimberly Trick (Mar 19, 2024 16:05 CDT)
Name: Kim Trick
Title: Managing Director

Trademark Release

TRADEMARK
REEL: 008383 FRAME: 0711

**SCHEDULE I
TO
TRADEMARK RELEASE**

TRADEMARK REGISTRATIONS

Description of Intellectual Property	Registration Number	Registration Date
DIAMOND NUTRITION COUNSELING	6887202	11/1/22

TRADEMARK APPLICATIONS

None.