

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM461307

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gastro Health, LLC		02/07/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Collateral Agent		
Street Address:	225 West Washington, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86076035	GASTRO HEALTH GH	
Serial Number:	87215231	GASTRO HEALTH	
Serial Number:	87976013	GASTRO HEALTH	
Serial Number:	87388773	BALLOONGI	
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>			
Email:	jbleskin@schiffhardin.com		
Correspondent Name:	Jennifer Bleskin		
Address Line 1:	233 S. Wacker Drive., Suite 7100		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Jennifer Bleskin		
SIGNATURE:	/s/ Jennifer Bleskin		
DATE SIGNED:	02/07/2018		
Total Attachments: 7			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) is made this 7th day of February, 2018, by and among each of the parties listed on the signature pages hereof (collectively, jointly and severally, the “*Grantors*” and each, individually, a “*Grantor*”) and CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as the collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Note Purchase Agreement, dated as of February 7, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Note Agreement*”), among Gastro Health Holdco, LLC, a Delaware limited liability company (the “*Issuer*”), Gastro Health Intermediate, LLC, a Delaware limited liability company (“*Parent Guarantor*”), any Subsidiaries of the Issuer that are Guarantors or become Guarantors thereunder pursuant to the terms of the Note Documents, Oaktree Mezzanine Fund IV, L.P. (“*OCM*”), the other Purchasers from time to time party thereto (each a “*Purchaser*” and, collectively with OCM, the “*Purchasers*”) and Cortland Capital Market Services LLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “*Collateral Agent*”), the Purchasers have agreed to make purchase the Notes issued by the Issuer from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Purchasers are willing to purchase the Notes issued by the Issuer as provided for in the Note Agreement and the other Note Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of February 7, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. *Defined Terms.* All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Note Agreement and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. *Grant of Security Interest in Trademark Collateral.* Each Grantor hereby unconditionally grants, assigns and pledges to the Collateral Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (subject only to Permitted Encumbrances) (referred to in this Trademark Security Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “*Trademark Collateral*”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I and all renewals and extensions thereof;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, dilution or other impairment of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to sue for and receive any damages, (ii) injury to the goodwill associated with any Trademark or (iii) right to receive license fees, royalties and other compensation under any Trademark Intellectual Property License.

provided, that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent constituting Excluded Assets.

3. *Security For Secured Obligations.* This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Collateral Agent, the Purchasers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor. Notwithstanding the foregoing, upon any exercise of remedies by the Collateral Agent or the Purchasers in respect of any Grantor’s Trademarks and Trademark Intellectual Property Licenses, any then-existing permitted Trademark Intellectual Property License agreement or other arrangements relating primarily to such Trademarks shall survive in full force and effect and be accepted by the Collateral Agent, and neither the Collateral Agent nor any Purchaser (or anyone acting on behalf of any of the foregoing) shall (i) terminate such license or arrangements, or petition a court to do so, (ii) take any steps to oppose such licensee’s exercise of any rights under Section 365(n) of the Bankruptcy Code or (iii) interfere with the rights of such licensee to such Trademark Intellectual Property Licenses as provided in the applicable Trademark Intellectual Property License agreement or arrangements, or petition a court to do so.

4. *Security Agreement.* The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantors

shall give to the Collateral Agent prompt written notice of any new registered Trademark. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. *Authorization to Supplement.* The Grantors represent and warrant to the Collateral Agent and the Purchasers that the Trademarks and Trademark Intellectual Property Licenses listed on Schedule I annexed hereto constitute all of the Trademarks and Trademark Intellectual Property Licenses now owned by the Grantors. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. *Counterparts.* This Trademark Security Agreement is a Note Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Any signature page delivered by telecopy machine or transmitted electronically in Portable Document Format (.pdf) shall be valid and binding to the same extent as an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

7. *CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE PROVISION.* THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

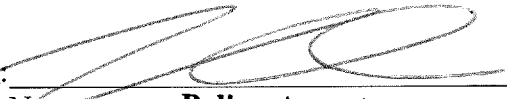
GASTRO HEALTH, LLC, a Florida limited liability company

By: 
Name: Lawrence Freni
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

CORTLAND CAPITAL MARKET SERVICES LLC

By: 
Name: Polina Arsentyeva
Title: Associate Counsel

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS/APPLICATIONS

GRANTOR	COUNTRY	MARK	APPLICATION/ REGISTRATION No.	APP/REG. DATE
Gastro Health, PL	USA		86076035	09/26/2013
		GASTRO HEALTH GH		
Gastro Health, PL	USA	Gastro Health	87215231	10/25/2016
Gastro Health, LLC	USA	GASTRO HEALTH	87976013	10/25/2016
Gastro Health, LLC	USA		87388773	03/28/2017

TRADE NAMES

None.

COMMON LAW TRADEMARKS

None.

TRADEMARKS NOT CURRENTLY IN USE

None.

TRADEMARK LICENSES

None.