

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509505

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CAPSULE TECHNOLOGIES, INC.		02/11/2019	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TC LENDING, LLC		
<b>Street Address:</b>	301 COMMERCE STREET		
<b>Internal Address:</b>	SUITE 3300		
<b>City:</b>	FORT WORTH		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76102		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4342958	2NET	
<b>Registration Number:</b>	4598926	FIT	
<b>Registration Number:</b>	4611270	FIT FREQUENCY, INTENSITY, TENACITY	
<b>Registration Number:</b>	4586156	HAT TRICK MOTION	
<b>Registration Number:</b>	4471076	HEALTHYCIRCLES	
<b>Registration Number:</b>	4471077	HEALTHYCIRCLES	
<b>Registration Number:</b>	4631153	TRIO	
<b>Registration Number:</b>	4832475	TRIO MOTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		

CH \$215.00 4342958

<b>ATTORNEY DOCKET NUMBER:</b>	74267.027
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	02/11/2019

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

**WHEREAS**, CAPSULE TECHNOLOGIES, INC. (f/k/a Qualcomm Life, Inc.), a California corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantor is party to a Security Agreement, dated as of February 11, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and **TC Lending, LLC**, as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto), all rights corresponding thereto and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict or is inconsistent with the Security Agreement, the provisions of the Security Agreement shall govern and control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

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**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CAPSULE TECHNOLOGIES, INC.**

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

Name: John Trzeciak

Title: President

Accepted and Agreed:

TC LENDING, LLC, a Delaware limited liability company,  
as the Collateral Agent



By: \_\_\_\_\_  
Name: Robert (Bo) Stanley  
Title: President

[Signature Page to Trademark Security Agreement]

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations:**

Country	Mark	Registration Number	Registration Date	Expiry Date	Owner Name
Austria	HEALTHYCIRCLES	1237917 (IR)	10/21/2014	10/21/2024	Capsule Technologies, Inc.
Canada	2NET	TMA860750	09/20/2013	09/20/2028	Capsule Technologies, Inc.
Denmark	HEALTHYCIRCLES	1237917	10/21/2014	10/21/2024	Capsule Technologies, Inc.
European Union	2NET	009400953	03/06/2011	09/24/2020	Capsule Technologies, Inc.
European Union	CONTIPRESS	008746381	06/11/2010	12/10/2019	Capsule Technologies, Inc.
European Union	HEALTHY CIRCLES	012595203	04/21/2017	02/13/2024	Capsule Technologies, Inc.
Finland	HEALTHYCIRCLES	1237917	10/21/2014	10/21/2024	Capsule Technologies, Inc.
Germany	HEALTHYCIRCLES	1237917	10/21/2014	10/21/2024	Capsule Technologies, Inc.
Hungary	HEALTHYCIRCLES	1237917	10/21/2014	10/21/2024	Capsule Technologies, Inc.
Int. Agreement & Protocol	HEALTHYCIRCLES	1237917	10/21/2014	10/21/2024	Capsule Technologies, Inc.
Malaysia	2NET	2011014378	03/27/2015	08/09/2021	Capsule Technologies, Inc.
Norway	HEALTHYCIRCLES	1237917	10/21/2014	10/21/2024	Capsule Technologies, Inc.
Sweden	HEALTHYCIRCLES	1237917	10/21/2014	10/21/2024	Capsule Technologies, Inc.
Switzerland	HEALTHY CIRCLES	664974	10/15/2014	06/05/2024	Capsule Technologies, Inc.
United States	2NET	4342958	05/28/2013	05/28/2023	Capsule Technologies, Inc.
United States	FIT & Design	4598926	09/02/2014	09/02/2024	Capsule Technologies, Inc.
United States	FIT FREQUENCY, INTENSITY, TENACITY & Design	4611270	09/23/2014	09/23/2024	Capsule Technologies, Inc.
United States	HAT TRICK MOTION	4586156	08/12/2014	08/12/2024	Capsule Technologies, Inc.

United States	HEALTHYCIRCLES	4471076	01/21/2014	01/21/2024	Capsule Technologies, Inc.
United States	HEALTHYCIRCLES	4471077	01/21/2014	01/21/2024	Capsule Technologies, Inc.
United States	TRIO	4631153	11/04/2014	11/04/2024	Capsule Technologies, Inc.
United States	TRIO MOTION	4832475	10/13/2015	10/13/2025	Capsule Technologies, Inc.

**Trademark Applications:**

None.