

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM621294

<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>
FOOD FACTS LLC		01/20/2021	Limited Liability Company: DELAWARE
SPINS LLC		01/20/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KKR LOAN ADMINISTRATION SERVICES LLC		
<b>Street Address:</b>	30 HUDSON YARDS		
<b>Internal Address:</b>	SUITE 7500		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2230737	SPINS	
<b>Registration Number:</b>	5398896	SATORI	
<b>Registration Number:</b>	5398897	SATORI	
<b>Registration Number:</b>	4698322	93-100 A FOODFACTS.COM HEALTHSCORE FOODF	
<b>Registration Number:</b>	5245262	FOODFACTS.COM FIND OUT WHAT'S REALLY INY	
<b>Registration Number:</b>	5260371		
<b>Serial Number:</b>	87270507	A-	
<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		

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	43082.118
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	01/20/2021

**Total Attachments: 5**

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**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

**FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of January 20, 2021 (this "Agreement"), among **FOOD FACTS LLC**, a Delaware limited liability company ("Food Facts"), **SPINS LLC**, a Delaware limited liability company (together with Food Facts, the "Grantors"), and each, individually, a "Grantor") and **KKR LOAN ADMINISTRATION SERVICES LLC** ("KKR"), as First Lien Collateral Agent (in such capacity, the "First Lien Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement, dated as of January 20, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among **WELLNESS PARENT HOLDCO, INC.**, a Delaware corporation ("Holdings"), **WELLNESS ACQUISITIONCO, INC.**, a Delaware corporation (the "Borrower"), the Lenders and Issuing Banks party thereto and KKR, as the First Lien Administrative Agent and First Lien Collateral Agent, and (b) the First Lien Collateral Agreement, dated of January 20, 2021 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the Grantors, the other grantors from time to time party thereto, and the First Lien Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or the filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the First Lien Loan

Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral 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 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

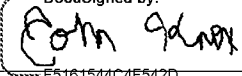
*[Remainder of Page Intentionally Left Blank]*

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

**FOOD FACTS LLC**  
**SPINS LLC**

By:   
Name: William Razzino  
Title: Treasurer

**KKR LOAN ADMINISTRATION SERVICES  
LLC, as First Lien Administrative Agent and First  
Lien Collateral Agent**

By:  DocuSigned by:  
Name: John Knox  
Title: CFO

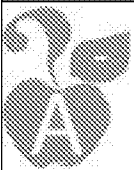
**SCHEDULE I**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademarks:**

Mark	Owner	Registration No.	Registration Date	Class
SPINS	SPINS LLC	2,230,737	09-Mar-1999	Class 35
Satori	SPINS LLC	5,398,896	13-Feb-2018	Class 42
 Satori (Design)	SPINS LLC	5,398,897	13-Feb-2018	Class 42
 93-100 A FOODFACTS.COM HEALTHSCORE FOODFACTS.COM FIND OUT WHAT'S REALLY IN YOUR FOOD (Design)	Food Facts LLC	4,698,322	10-Mar-2015	Class 44
 FOODFACTS.COM FIND OUT WHAT'S REALLY IN YOUR FOOD (Design)	Food Facts LLC	5,245,262	18-Jul-2017	Class 44
Design Only	Food Facts LLC	5,260,371	08-Aug-2017	Class 44

**Trademark Applications:**

Mark	Owner	Application No.	Application Date	Class
	Food Facts LLC	87270507	15-Dec-2016	Class 44