

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645582

<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>
NEW ENGLAND TREATMENT ACCESS, LLC		05/07/2021	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GLAS AMERICAS LLC		
<b>Street Address:</b>	3 Second Street		
<b>Internal Address:</b>	Suite 206		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07311		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6130508	ALLAY	
<b>Registration Number:</b>	6130507	ALLAY	
<b>Registration Number:</b>	6053672	D-LINE	
<b>Registration Number:</b>	5448921	REMPEN	
<b>Registration Number:</b>	5157246	REMPEN	
<b>Registration Number:</b>	5787874	NETA	
<b>Registration Number:</b>	5787875	NETA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2128911618		
<b>Email:</b>	CHGOIP@JENNER.COM		
<b>Correspondent Name:</b>	Carole Duran		
<b>Address Line 1:</b>	919 Third Avenue, Jenner & Block LLP, J		
<b>Address Line 2:</b>	Jenner & Block LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	71114-10008		

CH \$190.00 6130508

<b>NAME OF SUBMITTER:</b>	Carole A. Duran
<b>SIGNATURE:</b>	/carole a. duran/
<b>DATE SIGNED:</b>	05/10/2021
<b>Total Attachments: 7</b> source=TM Security Agreement NETA-GLAS#page1.tif source=TM Security Agreement NETA-GLAS#page2.tif source=TM Security Agreement NETA-GLAS#page3.tif source=TM Security Agreement NETA-GLAS#page4.tif source=TM Security Agreement NETA-GLAS#page5.tif source=TM Security Agreement NETA-GLAS#page6.tif source=TM Security Agreement NETA-GLAS#page7.tif	

NETA INTELLECTUAL PROPERTY SECURITY AGREEMENT

This NETA INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**NETA IP Security Agreement**”), dated as of May 7, 2021, is made by and among New England Treatment Access, LLC, a Massachusetts limited liability company (the “**Grantor**”) in favor of GLAS Americas LLC (the “**Collateral Agent**”), as collateral agent for the secured parties (the “**Secured Parties**”) under the Credit Agreement dated as of the date hereof (the “**Credit Agreement**”).

RECITALS:

A. The Grantor is a party to that certain NETA Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this NETA IP Security Agreement.

B. Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this NETA IP Security Agreement for recording with the applicable governmental authorities, including the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein shall have the meaning given to them in the Security Agreement.

2. Grant of Security. As collateral security for the prompt and complete payment and performance in full of all the Secured Obligations, Grantor hereby pledges, hypothecates and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien and security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (collectively, the “**IP Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor’s intent-to-use such trademark prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, and only for so long as, the granting by Grantor of a security interest therein would result in the loss by Grantor of any material rights therein, or impair the validity or enforceability of any registration that issues therefrom under applicable federal law;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Loan Documents. The lien and security interest granted pursuant to this NETA IP Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the lien on and security interest in the IP Collateral made and granted hereby are as provided in the Credit Agreement, the Security Agreement, and related documents, and nothing in this NETA IP Security Agreement shall be deemed to limit such rights and remedies. In the event that any provision of this NETA IP Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

4. Recordation. Grantor authorizes the Commissioner for Trademarks and any other applicable government officials to record and register this NETA IP Security Agreement upon request by the Collateral Agent.

5. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of Grantor, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the IP Collateral under this NETA IP Security Agreement.

6. Execution in Counterparts. This NETA IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original, but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this NETA IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be as effective as delivery of a manually executed counterpart of this NETA IP Security Agreement.

7. Successors and Assigns. This NETA IP Security Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This NETA IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this NETA IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States

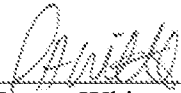
and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this NETA IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

NEW ENGLAND TREATMENT ACCESS,  
LLC, as Grantor

By: SH Parent, Inc., its Sole Manager

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

Name: James Whitcomb

Title: Chief Development Officer

Address for Notices:

C/O Surterra Holdings, Inc.

Attn: Legal

55 Ivan Allen Jr Blvd NW Ste 900,

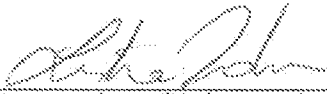
Atlanta, GA 30308

Phone: (404) 920-4890 x5080

E-mail: [jwhitcomb@surterra.com](mailto:jwhitcomb@surterra.com)

AGREED TO AND ACCEPTED:

GLAS AMERICAS LLC, as Collateral  
Agent

By:   
Name: LISHA JOHN  
Title: VICE PRESIDENT

Address for Notices:

3 Second Street, Suite 206

Jersey City, NJ

07311

Schedule 1

Trademark Registrations and Trademark Applications

Owner	Country	Trademark Name	Status	App. No.	Filing Date	Reg. No.	Reg. Date
New England Treatment Access, LLC	United States	ALLAY	Registered	86/818758	12-Nov-2015	6130508	18-Aug-2020
New England Treatment Access, LLC	United States	ALLAY	Registered	86/818756	12-Nov-2015	6130507	18-Aug-2020
New England Treatment Access, LLC	United States	D-LINE	Registered	87/447810	20-Dec-2018	6053672	12-May-2020
New England Treatment Access, LLC	United States	REMPEN	Registered	86/818759	12-Nov-2015	5448921	17-Apr-2018
New England Treatment Access, LLC	United States	REMPEN	Registered	86/818531	12-Nov-2015	5157246	07-Mar-2017
New England Treatment Access, LLC	United States	NETA	Registered	88/230520	14-Dec-2018	5787874	25-Jun-2019
New England Treatment Access, LLC	United States	NETA	Registered	88/230525	14-Dec-2018	5787875	25-Jun-2019
New England Treatment Access, LLC	Massachusetts	Diamond Design	Registered	82673	22-Jun-2016	82673	22-Jun-2016



New England Treatment Access, LLC	Massachusetts	H2OG	Registered	82672	22-Jun-2016	82672	22-Jun-2016
New England Treatment Access, LLC	Massachusetts	Lotus Design	Registered	82675	22-Jun-2016	82675	22-Jun-2016
New England Treatment Access, LLC	Massachusetts	Paperclip Design	Registered	82677	22-Jun-2016	82677	22-Jun-2016
New England Treatment Access, LLC	Massachusetts	UPSIDE	Registered	82680	22-Jun-2016	82680	22-Jun-2016
New England Treatment Access, LLC	Massachusetts	UPSIDE (stylized)	Registered	82679	22-Jun-2016	82679	22-Jun-2016
New England Treatment Access, LLC	Massachusetts	WISHING WELL	Registered	82676	22-Jun-2016	82676	22-Jun-2016
New England Treatment Access, LLC	Massachusetts	WISHING WELL & W	Registered	82678	22-Jun-2016	82678	22-Jun-2016
New England Treatment Access, LLC	Colorado	REMPEN	Registered	20141364216	13-Jun-2014	20141364216	13-Jun-2014
New England Treatment Access, LLC	Colorado	REMPEN & Design	Registered	20141364255	13-Jun-2014	20141364255	13-Jun-2014

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REEL: 007287 FRAME: 0400

RECORDED: 05/10/2021