

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VitaDepot.com, LLC		05/11/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Balance Point Capital Partners II, L.P., as Agent		
Street Address:	285 Riverside Avenue, Suite 200		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5986429	DIVVI!	
Registration Number:	2997383	ONECALL	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	392135-10		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	05/11/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of May 11, 2021 (the “**Effective Date**”) by VitaDepot.com, LLC, a Florida limited liability company (“**Grantor**”) in favor of Balance Point Capital Partners II, L.P., as agent for the Lenders from time to time party to the Credit Agreement (as defined below) (in such capacity, the “**Agent**”).

RECITALS:

WHEREAS, reference is made to that certain Term Loan Credit and Security Agreement and Guaranty, dated as of May 19, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Grantor, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Agent; and

WHEREAS, under the terms of the Credit Agreement, Grantor has (i) as collateral security for the Obligations, granted to the Agent for the ratable benefit of the Secured Parties a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Collateral (as defined in the Credit Agreement), including, without limitation, certain intellectual property of Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor and the Agent agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. The rules of construction specified in Section 1.4 of the Credit Agreement apply to this Agreement.

Section 2. Grant of Security. As collateral security for the Obligations, Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) (1) all trademarks, trademark registrations, interests under trademark license agreements, trade names, trademark applications, service marks, business names, trade styles, trade secrets, designs, logos and other source or business identifiers which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including the trademark registrations and applications listed on **Schedule 1**, (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark, including damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, (4) rights corresponding thereto throughout the world, and (5) renewals and proceeds of any of the foregoing (collectively, the “**Trademarks**”); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any “intent to use” Trademark applications to the extent that, and solely during the period in which, the grant of a security interest

therein would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such “intent to use” Trademark application matures into an “actual use” Trademark application by Grantor’s receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an “Amendment to Alleged Use” or “Statement of Use,” such “intent to use” Trademark application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such “actual use” Trademark application.

Section 3. Recordation. Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government office record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.


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IN WITNESS WHEREOF, Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

VITADEPOT.COM, LLC,
a Florida limited liability company

By:  _____
Name: Taylor Hamilton
Title: Chief Executive Officer

**BALANCE POINT CAPITAL PARTNERS II,
L.P., as Agent**

By: 
Name: Seth W. Alvord
Title: Managing Member

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Trademark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
DIVVI!	88473427	6/14/19	5986429	2/11/2020	Registered
ONECALL	78391799	3/26/04	2997383	9/20/2005	Registered