

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Empower Clinic Services, L.L.C.		07/19/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn, Floor L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5021918	EMPOWER PHARMACY	
Registration Number:	5031072	EMPOWER PHARMACY	
Registration Number:	6407573	EXPANDING ACCESS	
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>			
Phone:	(404) 572-4699		
Email:	khenning@kslaw.com		
Correspondent Name:	Kelly Henning		
Address Line 1:	1180 Peachtree St NE		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Kelly Henning		
SIGNATURE:	/Kelly Henning/		
DATE SIGNED:	07/20/2021		
Total Attachments: 5			
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Trademark Security Agreement

This Trademark Security Agreement, dated as of July 19, 2021, by Empower Clinic Services, L.L.C. (individually, the “Pledgor”), in favor of JPMorgan Chase Bank, N.A., in its capacity as Lender pursuant to the Credit Agreement (in such capacity, the “Lender”).

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Pledge and Security Agreement, dated July 19, 2021 (the “Security Agreement”) in favor of the Lender to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender, for the benefit of the Secured Parties, to enter into the Credit Agreement dated July 19 2021, the Pledgor hereby agrees with the Lender as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Lender for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (other than Excluded Assets) of such Pledgor:

- (a) Trademarks of such Pledgor and IP Licenses of such Pledgor covering Trademarks, in each case, listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, the foregoing Pledged Collateral shall not include 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 validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. When all the Secured Obligations have been Paid in Full (as defined in the Credit Agreement), this Trademark Security Agreement shall terminate. To the extent reasonably requested by the Pledgor, upon the termination of the Trademark Security Agreement, the Lender shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement all at the expense of the Pledgor.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

EMPOWER CLINIC SERVICES, L.L.C.

By:  _____
Name: Shaun Noorian
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007375 FRAME: 0656

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

Very truly yours,

EMPOWER CLINIC SERVICES, L.L.C.

By: _____

Name: Shaun Noorian

Title: Authorized Signatory

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Lender


By:  _____

Name: Nicholas J. Watts

Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK
LICENSES

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Empower Clinic Services, L.L.C.	5021918	Empower Pharmacy
Empower Clinic Services, L.L.C.	5031072	
Empower Clinic Services, L.L.C.	6407573	Expanding Access

Trademark Applications:

None.

Trademark Licenses:

None.