

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRC Healthcare Corp.		12/08/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90870181	BRC HEALTHCARE	
Serial Number:	90870177	BRC HEALTHCARE BETTER FOREVER	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 S. Division Street, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	01/04/2022		
Total Attachments: 4			
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**FIRST AMENDMENT
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is entered into by and between **COMERICA BANK** ("Bank") and **BRC HEALTHCARE CORP.**, a Delaware corporation ("Grantor"), as of December 8, 2021.

RECITALS

A. Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of November 27, 2020 (as the same may be amended or modified from time to time, the "Agreement").

B. Grantor, **SPEARHEAD LODGE, LLC**, a Texas limited liability company ("Spearhead"), **MAKANA PATH, LLC**, a Texas limited liability company ("Makana Path"), and **LAUNCHWORKS LIFE SERVICES, LLC**, a Texas limited liability company ("Launchworks", and together with Makana Path and Spearhead, the "Assignors" and each individually an "Assignor") are parties to that certain Trademark Assignment Agreement dated May 31, 2021 ("Assignment Agreement").

C. Grantor (i) acquired Assignors' entire rights, title and interest in and to the trademarks identified next to each Assignor's respective name on Schedule A attached hereto ("Trademarks") pursuant to the terms of the Assignment Agreement and (ii) filed the Assignment Agreement with the United States Patent and Trademark Office.

D. Bank is willing to continue to make the Loans to Co-Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank (in addition to those certain Copyrights, Trademarks and Patents identified in the Agreement) a security interest in the Trademarks to secure the obligations of Grantor under the Loan Agreement.

E. Grantor and Bank desire to amend the Agreement as set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit C of the Agreement is hereby deleted and replaced with the Exhibit C attached hereto.

2. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Bank's failure at any time to require strict performance by Grantor of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

3. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof.

4. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures. If Bank determines in its sole discretion that the Amendment has not been timely executed by Borrower, then the Amendment shall be considered null

and void. Borrower hereby agrees that Bank shall not have any liability of any nature or kind to any a loan party, including, but not limited to Borrower, in connection therewith.

5. This Amendment may be executed in counterparts, each of which counterpart shall constitute one instrument.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

BRC HEALTHCARE CORP.

DocuSigned by:
By: Andrew Rothermel
8243492642320488...

Name: Andrew Rothermel

Title: President

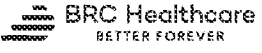
COMERICA BANK

DocuSigned by:
By: Shane Merkord
C7E38E6A581047...

Name: Shane Merkord

Title: Vice President

Schedule A

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
SPEARHEAD LODGE	88/133073	9/26/18	5,756,250	5/21/19
MAKANA PATH	88/132901	9/26/18	5,756,243	5/21/19
SEGUE	86/937438	3/11/16	5,184,613	4/18/17
BRINGING REAL CHANGE	86/829994	11/24/15	5,152,328	2/28/17
BRC RECOVERY	86/572721	3/23/15	4,984,664	6/21/16
BRC	86/572698	3/23/15	4,984,663	6/21/16
BRC HEALTHCARE	90/870181	8/6/21	n/a	n/a
 BRC Healthcare BETTER FOREVER	90/870177	8/6/21	n/a	n/a