

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM714433

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FORCE FACTOR BRANDS LLC		03/11/2022	Limited Liability Company: DELAWARE
FORCE FACTOR LLC		03/11/2022	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	M&T Bank
<b>Street Address:</b>	One M&T Plaza
<b>City:</b>	Buffalo
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14203
<b>Entity Type:</b>	Corporation: NEW YORK

## PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Serial Number:	97066092	ULTIMATE MCT
Serial Number:	97066082	BETTER TURMERIC
Serial Number:	97066061	AMAZING ASHWA
Serial Number:	90838928	SMARTER GREENS
Serial Number:	90711664	VOLCANO RIPPED
Serial Number:	90694479	ALPHA KING SURGE
Serial Number:	90677245	TEST X180 LEGEND
Serial Number:	90655696	TEST X180 UNLEASHED
Serial Number:	90336904	TOTAL BEETS
Serial Number:	90838955	STRONG DOG
Serial Number:	90127437	LEAFIRE PM
Serial Number:	90100073	LEAFIRE CONTROL
Serial Number:	88703956	LEAFIRE THERMO
Serial Number:	88193600	SCORE! hardcore
Serial Number:	88620547	SCORE! XXL
Serial Number:	88432405	HOME FIELD ADVANTAGE
Serial Number:	88432399	HOME FIELD

OP \$1540.00 97066092

Property Type	Number	Word Mark
Serial Number:	88231494	DAILY DOUBLE
Serial Number:	88219063	SWAGGER
Serial Number:	88219055	PRIME TIME
Serial Number:	88219029	ALPHA KING IMMORTAL
Serial Number:	88193594	SCORE! MORE
Serial Number:	88062966	GOLD MEDAL
Serial Number:	88007136	ALPHA KING FURY
Serial Number:	88001152	PRIME HGH SECRETION ACTIVATOR
Serial Number:	87851181	BIOBRAIN+
Serial Number:	87851175	THINKUP ADVANCED
Serial Number:	87851164	MEMORYSAFE
Serial Number:	87791363	VOLCANO EXTREME
Serial Number:	87791351	ALPHA KING SUPREME
Serial Number:	87791335	TEST X180 IGNITE PRO
Serial Number:	87791328	TEST X180 IGNITE
Serial Number:	87721369	SELECT SERIES
Serial Number:	87613940	ALPHA KING
Serial Number:	87612867	TRUFLOW
Serial Number:	87612233	SCORE!
Serial Number:	87496397	FOREBRAIN
Serial Number:	87479336	LEANFIRE ULTIMATE
Serial Number:	87395875	WHEY30
Serial Number:	87362981	VERILEAN
Serial Number:	87274747	PEAK THERMOVIGILANCE TRIPLEX
Serial Number:	87274727	ADVANCED THERMOVIGILANCE FORMULA
Serial Number:	87201771	LEANFIRE XT
Serial Number:	87134881	WELLMOOD
Serial Number:	87025714	LEANFIRE
Serial Number:	86444979	SMARTBIOTICS
Serial Number:	86476639	AMERICA'S SLEEP AID
Serial Number:	86076033	VOLCANO
Serial Number:	85081588	SOMNAPURE
Serial Number:	85975320	STAGES OF BEAUTY
Serial Number:	85978224	PEAK LIFE
Serial Number:	85976211	PEAK LIFE
Serial Number:	85915589	PROBIOSLIM
Serial Number:	85689108	TEST X180 ALPHA
Serial Number:	85629434	REDEFINE YOUR LIMITS

Property Type	Number	Word Mark
Serial Number:	85518360	TEST X180
Serial Number:	85409556	UNLEASH YOUR POTENTIAL
Serial Number:	77731130	FORCE FACTOR
Serial Number:	77731126	FORCE FACTOR
Serial Number:	77751308	RAMP UP
Serial Number:	76525945	RAMP UP

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Phone:** 8004945225

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** JAY DASILVA

**Address Line 1:** 1025 CONNECTICUT AVE., NW, STE. 712

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** WASHINGTON, D.C. 20036

**ATTORNEY DOCKET NUMBER:** 1620608 TM

**NAME OF SUBMITTER:** Christian Cruz

**SIGNATURE:** /Christian Cruz/

**DATE SIGNED:** 03/15/2022

**Total Attachments: 11**

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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of March 11, 2022 by and among (a) **M&T BANK**, a New York banking corporation, with its chief executive office at One M&T Plaza, Buffalo, New York 14203 (“Bank”), (b) **FORCE FACTOR LLC**, a Delaware limited liability company, and **FORCE FACTOR BRANDS LLC**, a Delaware limited liability company, each having a mailing address and principal place of business at 280 Summer Street, Boston, Massachusetts 02210 (each and together, “Grantor”). This Agreement amends, restates and supersedes in its entirety that certain Intellectual Property Security Agreement dated as of April 24, 2020 between the Grantor and Bank.

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Credit Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its intellectual property to secure the Obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, the Security Agreement, and this Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in 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 to 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.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This 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 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

FORCE FACTOR LLC

By: *Daniel Wallace*  
Name: Daniel Wallace  
Title: CEO

FORCE FACTOR BRANDS LLC

By: *Daniel Wallace*  
Name: Daniel Wallace  
Title: CEO


[Signature page to Amended and Restated Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007659 FRAME: 0906**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**BANK:**

**M&T BANK**

By:   
Name: *Dennis Orsini*  
Title: *Relationship Manager*

[Signature page to Amended and Restated Intellectual Property Security Agreement]