

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM756770

<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>
NAC Marketing Company, LLC		09/20/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch, as First Lien Administrative Agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Bank: GERMANY		
<b>PROPERTY NUMBERS Total: 41</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6412667	AGELESS MALE ADVANTAGE	
<b>Registration Number:</b>	6403414	AGELESS MALE ALL NIGHT	
<b>Registration Number:</b>	6342709	POWERFEN	
<b>Registration Number:</b>	6202034	AGELESS MALE CORE ENERGY	
<b>Registration Number:</b>	6201787	SUPER BETA PROSTATE ADVANCED	
<b>Registration Number:</b>	5954740	PROSTAFEND	
<b>Registration Number:</b>	5837507	REDDEFENSE	
<b>Registration Number:</b>	5828536	BE THE MAN YOU WANT TO BE	
<b>Registration Number:</b>	5795233	LUMATONE	
<b>Registration Number:</b>	5633238	AGELESS FEMALE	
<b>Registration Number:</b>	5624305	NUTRATAILS	
<b>Registration Number:</b>	5602625	AGELESS MALE TONIGHT	
<b>Registration Number:</b>	5546989	SUPER BETA PROSTATE P3 ADVANCED	
<b>Registration Number:</b>	5499295	THYROID180	
<b>Registration Number:</b>	5499135	MOOD180	
<b>Registration Number:</b>	5236217	SUPER BETA	
<b>Registration Number:</b>	5077353	CITRINEX	
<b>Registration Number:</b>	4959474	ROYAL GREENS	
<b>Registration Number:</b>	4932309	DAYSKIN	
		<b>TRADEMARK</b>	

Property Type	Number	Word Mark
Registration Number:	4869083	AGELESS MALE
Registration Number:	4536068	AGELESS MALE PERFORMANCE
Registration Number:	4515772	SUPER BETA PROSTATE
Registration Number:	4482376	BETA PROSTATE
Registration Number:	4280414	NEW VITALITY
Registration Number:	4276551	NEW VITALITY
Registration Number:	4276550	NEW VITALITY
Registration Number:	4273506	COCO COMPLETE
Registration Number:	4237596	MALE MATRIX
Registration Number:	4209153	SUPER BETA PROSTATE
Registration Number:	4196214	TRIPLE ACTION VIRILITY
Registration Number:	4196213	TRIPLE STRENGTH OMEGA-3
Registration Number:	4071755	LUMATONE
Registration Number:	3846551	AGELESS
Registration Number:	3447802	NIGHTSKIN
Registration Number:	3085894	MULTIVESCENCE
Registration Number:	2757379	RUBY REDS
Registration Number:	2702638	NEW VITALITY
Registration Number:	2582447	GREEN TEA PLUS
Registration Number:	4102216	QUIET ASSURE
Registration Number:	4959667	NERVE PAIN PLUS
Serial Number:	90239814	AGELESS MALE MAX

**CORRESPONDENCE DATA**

Fax Number: 3129939767

*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: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049259-0260
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	09/22/2022

Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of September 20, 2022 (this “Agreement”), among NAC Marketing Company, LLC, a Delaware limited liability company (the “Grantor”) and DEUTSCHE BANK AG NEW YORK BRANCH (“Deutsche Bank”), as Administrative Agent.

Reference is made to (a) the First Lien Credit Agreement dated as of April 21, 2021 (as amended by that certain Amendment No. 1 to First Lien Credit Agreement, dated as of July 21, 2022, and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among KNS Midco Corp., a Delaware corporation (“Holdings”), Wellful Inc. (f/k/a KNS Acquisition Corp.), a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto and Deutsche Bank, as Administrative Agent, and (b) the First Lien Guarantee and Collateral Agreement dated as of April 21, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and Deutsche Bank, as Administrative Agent. The Lenders and the Issuing Banks have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to continue to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to continue to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Collateral Agreement or (in the case of terms that are defined in the Credit Agreement and not defined in the Collateral Agreement) in the Credit Agreement. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II; and

(b) all goodwill associated therewith or symbolized thereby.

Notwithstanding anything to the contrary contained in clauses (a) or (b) above, the security interest created by this Agreement shall not extend to any “intent to use” trademark application for which a statement of use has not been filed with the United States Patent and Trademark Office, but only to the extent that the grant of the Security Interest would invalidate such trademark application.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Recordation. The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.


SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 fax, emailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Incorporation by Reference. The provisions of Sections 7.02, 7.03, 7.08 and 7.09 of the Collateral Agreement are hereby incorporated by reference herein as if set forth in full force herein, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NAC MARKETING COMPANY, LLC, a Delaware limited liability company, as Grantor

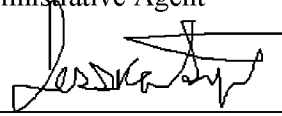
by 

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Name: David Gassko  
Title: Vice President

DEUTSCHE BANK AG NEW YORK  
BRANCH, as Administrative Agent

by



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Name: Jessica Lutrario  
Title: Associate  
jessica.lutrario@db.com

by



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Name: Philip Tancorra  
Title: Vice President  
philip.tancorra@db.com  
212-250-6576

SCHEDULE I

Trademarks Owned by NAC Marketing Company, LLC

*U.S. Trademark Registrations and Applications*

<b>Registrant</b>	<b>Mark</b>	<b>Country</b>	<b>Serial #</b>	<b>Registration Number</b>
NAC Marketing Company, LLC	AGELESS MALE ADVANTAGE	United States	88/936,844	6,412,667
NAC Marketing Company, LLC	AGELESS MALE ALL NIGHT	United States	90/268,743	6,403,414
NAC Marketing Company, LLC	POWERFEN	United States	88/701,691	6,342,709
NAC Marketing Company, LLC	AGELESS MALE CORE ENERGY	United States	88/709,232	6,202,034
NAC Marketing Company, LLC	SUPER BETA PROSTATE ADVANCED	United States	88/621,847	6,201,787
NAC Marketing Company, LLC	PROSTAFEND	United States	88/483,058	5,954,740
NAC Marketing Company, LLC	REDDEFENSE	United States	87/960,553	5,837,507
NAC Marketing Company, LLC	BE THE MAN YOU WANT TO BE	United States	88/284,688	5,828,536
NAC Marketing Company, LLC	LUMATONE	United States	87/682,367	5,795,233
NAC Marketing Company, LLC	AGELESS FEMALE	United States	86/848,492	5,633,238
NAC Marketing Company, LLC	NUTRATAILS	United States	87/978,964	5,624,305
NAC Marketing Company, LLC	AGELESS MALE TONIGHT	United States	87/572,963	5,602,625
NAC Marketing Company, LLC	SUPER BETA PROSTATE P3 ADVANCED	United States	87/478,734	5,546,989
NAC Marketing Company, LLC	THYROID180	United States	87/486,149	5,499,295
NAC Marketing Company, LLC	MOOD180	United States	87/428,625	5,499,135
NAC Marketing Company, LLC	SUPER BETA	United States	87/249,217	5,236,217
NAC Marketing Company, LLC	CITRINEX	United States	86/957,005	5,077,353



<b>Registrant</b>	<b>Mark</b>	<b>Country</b>	<b>Serial #</b>	<b>Registration Number</b>
NAC Marketing Company, LLC	ROYAL GREENS	United States	86/741,042	4,959,474
NAC Marketing Company, LLC	DAYSKIN	United States	86/740,862	4,932,309
NAC Marketing Company, LLC	AGELESS MALE	United States	86/209,474	4,869,083
NAC Marketing Company, LLC	AGELESS MALE PERFORMANCE	United States	85/931,471	4,536,068
NAC Marketing Company, LLC	SUPER BETA PROSTATE	United States	85/805,769	4,515,772
NAC Marketing Company, LLC	BETA PROSTATE	United States	85/805,720	4,482,376
NAC Marketing Company, LLC	NEW VITALITY	United States	85/361,181	4,280,414
NAC Marketing Company, LLC	NEW VITALITY	United States	85/361,185	4,276,551
NAC Marketing Company, LLC	NEW VITALITY	United States	85/361,183	4,276,550
NAC Marketing Company, LLC	COCO COMPLETE	United States	85/608,447	4,273,506
NAC Marketing Company, LLC	MALE MATRIX	United States	85/589,544	4,237,596
NAC Marketing Company, LLC	SUPER BETA PROSTATE	United States	85/503,374	4,209,153
NAC Marketing Company, LLC	TRIPLE ACTION VIRILITY	United States	85/595,488	4,196,214
NAC Marketing Company, LLC	TRIPLE STRENGTH OMEGA-3	United States	85/594,823	4,196,213
NAC Marketing Company, LLC	LUMATONE	United States	85/167,349	4,071,755
NAC Marketing Company, LLC	AGELESS	United States	77/885,260	3,846,551
NAC Marketing Company, LLC	NIGHTSKIN	United States	77/154,804	3,447,802
NAC Marketing Company, LLC	MULTIVESCENCE	United States	76/578,096	3,085,894
NAC Marketing Company, LLC	RUBY REDS	United States	76/428,393	2,757,379
NAC Marketing Company, LLC	NEW VITALITY	United States	78/088,656	2,702,638
NAC Marketing Company, LLC	GREEN TEA PLUS	United States	78/088,115	2,582,447

<b>Registrant</b>	<b>Mark</b>	<b>Country</b>	<b>Serial #</b>	<b>Registration Number</b>
NAC Marketing Company, LLC	AGELESS MALE MAX	United States	90/239,814	
NAC Marketing Company, LLC	AGELESS MALE ALL NIGHT	United States	88/260,259	
NAC Marketing Company, LLC	AGELESS MALE PRO-T	United States	90/605,211	
NAC Marketing Company, LLC	QUIET ASSURE	United States	85366450	4102216
NAC Marketing Company, LLC	NERVE PAIN PLUS	United States	86743737	4959667