

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1222413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ellie MSO, LLC		04/03/2024	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Company Name:	Oxford Finance LLC, as Agent		
Street Address:	115 S. Union Street, Suite 300		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6141181	LIVE AUTHENTIC	
Registration Number:	5833393	ELLIE FAMILY SERVICES	
Registration Number:	6133177	SKY SESSIONS	
Registration Number:	6809996	E ELLIE EXPRESS	
Registration Number:	6809997	ELLIE EXPRESS	
Registration Number:	6867843	ELLIE MENTAL HEALTH	
Registration Number:	6087376	EMBEDDED SERVICES	
Registration Number:	7242818		
Registration Number:	7151985	ELLIE MATCH	
Registration Number:	7240359	INTERO	
Registration Number:	7242819	ELLIE	
Registration Number:	7242817	ELLIE MENTAL HEALTH	
Registration Number:	7240360	INTERO PSYCHEDELIC THERAPY	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergekohn.com		

OP \$340.00.00 88797015

Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7156.123

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: Nancy Brougher

DATE SIGNED: 05/09/2024

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3rd day of April, 2024, by and between **ELLIE MSO, LLC**, a Minnesota limited liability company ("Grantor"), and **OXFORD FINANCE LLC**, a Delaware limited liability company, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among **WHAT THE HECK, LLC**, a Minnesota limited liability company, Grantor, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and Agent, Agent and the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of Agent and each Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (to the extent not constituting Excluded Assets) (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed to Grantor,

including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, or any of the Lenders, whether or not they are unenforceable or not allowable due to the existence of any insolvency proceeding under the Bankruptcy Code or otherwise involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Agent and Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks of Grantor, provided that Agent shall promptly provide a copy of such amended schedule to Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 14.6 AND 14.8

OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED
HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.


[Remainder of page left intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ELLIE MSO, LLC, a Minnesota limited liability company

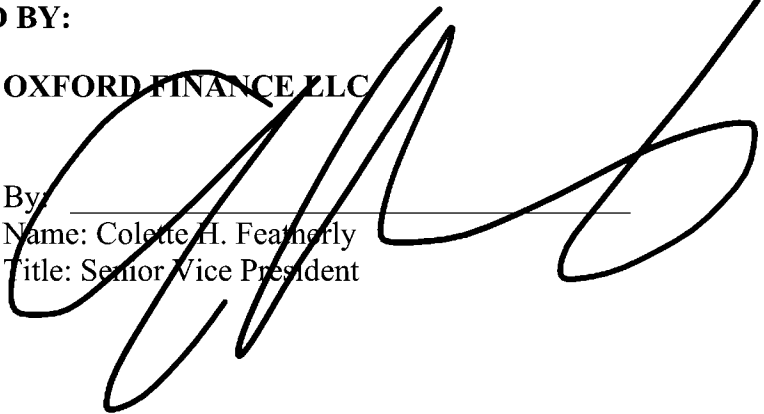
By: EMH PEP HOLDCO, LLC, its sole manager

By: 
Name: Douglas L. Kennealey
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

OXFORD FINANCE LLC

By 
Name: Colette H. Featherly
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE	GRANTOR
LIVE AUTHENTIC	88797015	6141181	09/01/20	Ellie MSO, LLC
ELLIE FAMILY SERVICES	88267792	5833393	08/13/19	Ellie MSO, LLC
SKY SESSIONS	88363277	6133177	08/25/20	Ellie MSO, LLC
E ELLIE EXPRESS	90502284	6809996	08/02/22	Ellie MSO, LLC
ELLIE EXPRESS	90502323	6809997	08/02/22	Ellie MSO, LLC
ELLIE MENTAL HEALTH	90780642	6867843	10/04/22	Ellie MSO, LLC
EMBEDDED SERVICES	88363234	6087376	06/23/20	Ellie MSO, LLC
[Design only]	98068871	7242818	12/12/23	Ellie MSO, LLC
ELLIE MATCH	97129945	7151985	08/29/23	Ellie MSO, LLC
INTERO	97652202	7240359	12/12/23	Ellie MSO, LLC
ELLIE	98068878	7242819	12/12/23	Ellie MSO, LLC
ELLIE MENTAL HEALTH	98068859	7242817	12/12/23	Ellie MSO, LLC
INTERO PSYCHEDELIC THERAPY	97652208	7240360	12/12/23	Ellie MSO, LLC

Trademark Applications

None.