

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ULTIMA HEALTH PRODUCTS, INC.		07/09/2021	Corporation: DELAWARE
FEEL GOOD ORGANICS, LLC		07/09/2021	Limited Liability Company: WASHINGTON
GREAT LAKES GELATIN COMPANY, LLC		07/09/2021	Limited Liability Company: DELAWARE
JADE LEAF, LLC		07/09/2021	Limited Liability Company: DELAWARE
WELLMORE HOLDINGS, INC.		07/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MCLARTY CAPITAL PARTNERS SBIC II, L.P.		
Street Address:	1 ROCKEFELLER PLAZA		
Internal Address:	SUITE 1203		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	90647334	ULTIMA REPLENISHER	
Serial Number:	88874887	COLLAGEN HYDRATION	
Serial Number:	90243480	GREAT LAKES WELLNESS	
Serial Number:	88264296	JADE LEAF	
Serial Number:	88573566	MODERN MONK	
Serial Number:	88264300	JADE LEAF MATCHA	
Serial Number:	90748093		
Serial Number:	90634870	WELLMORE HOLDINGS	
Serial Number:	90585421	KEEP WELL BRANDS	
Registration Number:	5098850	ULTIMA	
Registration Number:	5098851	ULTIMA REPLENISHER	

CH \$615.00 90647334

Property Type	Number	Word Mark
Registration Number:	5162455	ULTIMA TODDLER FORMULA
Registration Number:	6232990	FGO
Registration Number:	5542761	FGO
Registration Number:	6188764	SHAKE UP THE FLAVOR!
Registration Number:	5971465	GREAT LAKES GELATIN CO.
Registration Number:	6038201	GREAT LAKES COLLAGEN
Registration Number:	5916611	STIR IN SOME WELLNESS!
Registration Number:	5675529	COLLAGENIX FOR PETS
Registration Number:	5038851	GREAT LAKES GELATIN FOR BUSINESS
Registration Number:	4835505	GREAT LAKES GELATIN
Registration Number:	5241837	COLLAGEN ENDURANCE
Registration Number:	4140003	COLLAGEN ENDURANCE PLUS
Registration Number:	5368342	JADE LEAF MATCHA

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	51683.061
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	07/12/2021

Total Attachments: 10

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement, dated as of July 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is made by ULTIMA HEALTH PRODUCTS, INC., a Delaware corporation ("Ultima"), FEEL GOOD ORGANICS, LLC, a Washington limited liability company ("Feel Good"), GREAT LAKES GELATIN COMPANY, LLC, a Delaware limited liability company ("Great Lakes"), JADE LEAF, LLC, a Delaware limited liability company ("Jade Leaf") and WELLMORE HOLDINGS, INC., a Delaware corporation (formerly known as HPH FF HOLDINGS, INC.) ("Wellmore" and, together with Ultima, Feel Good, Great Lakes and Jade Leaf, each a "Grantor" and collectively, the "Grantors"), in favor of MCLARTY CAPITAL PARTNERS SBIC II, L.P., a Delaware limited partnership, in its capacity as agent for the Secured Parties (as defined in the Loan Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") by and among the Grantors and certain affiliates of the Grantors from time to time party thereto, the Agent and each financial institution from time to time party thereto as lenders (the "Lenders"), the Lenders have agreed to make certain loans and other financial accommodations available to the Grantors and the other borrowers thereunder from time to time pursuant to the terms and conditions thereof;

WHEREAS, reference is made to that certain Trademark Security Agreement, dated as of November 25, 2020 ("Original Trademark Security Agreement"), made by Ultima in favor of the Agent;

WHEREAS, Grantors and Agent desire to amend and restate the Original Trademark Security Agreement in its entirety;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's common law trademarks, trademark applications, trademark registrations, service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all 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 Grantors and/or any other Loan Party to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantors.

4. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement. Each 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. 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 Collateral, whether or not listed on Schedule I.

6. AMENDMENT AND RESTATEMENT. This Trademark Security Agreement amends and restates the Original Trademark Security Agreement in its entirety.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Loan Document refer to this Trademark Security Agreement or such Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

9. GOVERNING LAW. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.


10. LOAN DOCUMENT. This Trademark Security Agreement is a Loan Document for all purposes under the Loan Agreement.

[Remainder of page intentionally left blank; signature page follows.]


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

GRANTORS:


ULTIMA HEALTH PRODUCTS, INC.

By:  _____
By: Jose Minski (Sent: 2021 10:02 EDT)
Name: Jose Minski
Title: Chief Executive Officer


FEEL GOOD ORGANICS, LLC

By:  _____
By: Jose Minski (Sent: 2021 10:02 EDT)
Name: Jose Minski
Title: Chief Executive Officer


GREAT LAKES GELATIN COMPANY, LLC

By:  _____
By: Jose Minski (Sent: 2021 10:02 EDT)
Name: Jose Minski
Title: Chief Executive Officer

JADE LEAF, LLC

By:  _____
By: Jose Minski (Sent: 2021 10:02 EDT)
Name: Jose Minski
Title: Chief Executive Officer


WELLMORE HOLDINGS, INC.

By:  _____
By: Jose Minski (Sent: 2021 10:02 EDT)
Name: Jose Minski
Title: Chief Executive Officer

**ACCEPTED AS OF THE DATE FIRST WRITTEN
ABOVE:**

MCLARTY CAPITAL PARTNERS SBIC II, L.P., as
Agent

By: McLarty Capital Partners SBIC II, LLC, its general
partner

By: 
Name: Christopher D. Smith
Title: Managing Member


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Owner	Mark	Jurisdiction	Registration Number	Registration Date
Ultima Health Products, Inc.	ULTIMA	US	5098850	December 13, 2016
Ultima Health Products, Inc.	ULTIMA REPLENISHER	US	5098851	December 13, 2016
Ultima Health Products, Inc.	ULTIMA TODDLER FORMULA	US	5162455	March 14, 2017
Ultima Health Products, Inc.		US	90647334	[IB Status]
Ultima Health Products, Inc.	ULTIMA REPLENISHER	Canada	TMA1068752 AN: 1783599	January 9, 2020
Feel Good Organics, LLC	FGO	US	6232990	December 9, 2020
Feel Good Organics, LLC	FGO	US	5542761	August 14, 2020
Feel Good Organics, LLC	FGO	Canada	1585910	March 1, 2021
Feel Good Organics, LLC	FGO	EU	1585910	March 1, 2021
Feel Good Organics, LLC	FGO	WIPO	1585910	March 1, 2021
Feel Good Organics, LLC	FGO	UK	1585910	March 1, 2021
Great Lakes Gelatin Company, LLC	COLLAGEN HYDRATION	US	88874887	[IB status]
Great Lakes Gelatin Company, LLC	GREAT LAKES WELLNESS	US	90243480	[IB status]
Great Lakes Gelatin Company, LLC	GREAT LAKES WELLNESS	EU	1564174	November 6, 2020

Great Lakes Gelatin Company, LLC	GREAT LAKES WELLNESS	Australia	2142229	November 6, 2020
Great Lakes Gelatin Company, LLC	GREAT LAKES WELLNESS	Canada	1564174	November 6, 2020
Great Lakes Gelatin Company, LLC	GREAT LAKES WELLNESS	UK	WO0000001564174	November 6, 2020
Great Lakes Gelatin Company, LLC	GREAT LAKES WELLNESS	China	1564174	November 6, 2020
Great Lakes Gelatin Company, LLC	GREAT LAKES WELLNESS	NZ	1564174	November 6, 2020
Great Lakes Gelatin Company, LLC	GREAT LAKES WELLNESS	Mexico	1564174	November 6, 2020
Great Lakes Gelatin Company, LLC	GREAT LAKES WELLNESS	Japan	1564174	November 6, 2020
Great Lakes Gelatin Company, LLC	GREAT LAKES WELLNESS	S. Korea	1564702	November 10, 2020
Great Lakes Gelatin Company, LLC	GREAT LAKES WELLNESS	Philippines	1564702	November 10, 2020
Great Lakes Gelatin Company, LLC	GREAT LAKES WELLNESS	Colombia	1564702	November 10, 2020
Great Lakes Gelatin Company, LLC	GREAT LAKES WELLNESS	Singapore	40202025984R	November 10, 2020
Great Lakes Gelatin Company, LLC	GREAT LAKES WELLNESS	WIPO	1564174	November 10, 2020
Great Lakes Gelatin Company, LLC	GREAT LAKES WELLNESS	WIPO	1564702	November 10, 2020

Great Lakes Gelatin Company, LLC	SHAKE UP THE FLAVOR!	US	6188764	November 3, 2020
Great Lakes Gelatin Company, LLC		US	5971465	January 28, 2020
Great Lakes Gelatin Company, LLC	GREAT LAKES COLLAGEN	US	6038201	April 4, 2020
Great Lakes Gelatin Company, LLC	STIR IN SOME WELLNESS!	US	5916611	November 19, 2019
Great Lakes Gelatin Company, LLC	COLLAGENIX FOR PETS	US	5675529	February 12, 2019
Great Lakes Gelatin Company, LLC	GREAT LAKES GELATIN FOR BUSINESS	US	5038851	September 13, 2016
Great Lakes Gelatin Company, LLC	GREAT LAKES GELATIN	US	4835505	October 20, 2015
Great Lakes Gelatin Company, LLC	GREAT LAKES GELATIN	EU	1386553	December 14, 2017
Great Lakes Gelatin Company, LLC	GREAT LAKES GELATIN	Mexico	1930022	September 26, 2018
Great Lakes Gelatin Company, LLC	GREAT LAKES GELATIN	Mexico	1085805	June 15, 2018
Great Lakes Gelatin Company, LLC	GREAT LAKES GELATIN	UK	UK00901386553	December 14, 2017
Great Lakes Gelatin Company, LLC	GREAT LAKES GELATIN	WIPO	1386553	December 14, 2017

Great Lakes Gelatin Company, LLC	COLLAGEN ENDURANCE	US	5241837	July 11, 2017
Great Lakes Gelatin Company, LLC	COLLAGEN ENDURANCE PLUS	US	4140003	May 8, 2012
Jade Leaf, LLC	JADE LEAF	US	88264296	January 16, 2019
Jade Leaf, LLC	JADE LEAF	Canada	87764654	March 1, 2021
Jade Leaf, LLC	JADE LEAF	EU	87764654	March 1, 2021
Jade Leaf, LLC	JADE LEAF	UK	87764654	March 1, 2021
Jade Leaf, LLC	JADE LEAF	WIPO	87764654	March 1, 2021
Jade Leaf, LLC	MODERN MONK	US	88573566	August 9, 2019
Jade Leaf, LLC	JADE LEAF MATCHA	US	88264300	January 16, 2019
Jade Leaf, LLC		US	5368342	March 8, 2017
Jade Leaf, LLC		EU	13791392	August 22, 2017
Jade Leaf, LLC		WIPO	13791392	August 22, 2017
Jade Leaf, LLC		US	90748093	June 1, 2021
Wellmore Holdings, Inc.	WELLMORE HOLDINGS	US	90634870	[IB Status]

Wellmore Holdings, Inc. (as HPH FF Holdings, Inc.)	KEEP WELL BRANDS	US	90585421	[IB Status]
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Pending Trademark Applications

Great Lakes Gelatin Company, LLC	GREAT LAKES GELATIN	Canada	1883846	[Pending]
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Trademark Licenses

None.