

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4564393

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
NUTRAMARKS, INC.	08/23/2017
RECEIVING PARTY DATA	
Name:	ANTARES CAPITAL LP, AS COLLATERAL AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6541045
Patent Number:	6509496
Patent Number:	6096296
CORRESPONDENCE DATA	
Fax Number:	(213)891-8763
<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>	
Email:	rhonda.deleon@lw.com
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	355 SOUTH GRAND AVENUE
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560
ATTORNEY DOCKET NUMBER:	057121-0223
NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	08/24/2017
Total Attachments: 5	
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FIRST LIEN PATENT SECURITY AGREEMENT

This First Lien Patent Security Agreement, dated as of August 23, 2017 (this “Patent Security Agreement”), is made by each signatory hereto listed under “Pledgors” (each a “Pledgor” and collectively, the “Pledgors”), in favor of Antares Capital LP, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain First Lien Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, among others, Nutrition Sub, Inc., a Delaware corporation (“Merger Sub” or the “Initial Borrower”), which will merge with and into Nutraceutical International Corporation, a Delaware corporation (the “Company” and, together with the Initial Borrower, the “Borrowers” and each individually, a “Borrower”), certain subsidiaries and affiliates of the Borrowers from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a First Lien Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Patent Collateral”):

(a) all Patents, including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect the use or ownership of any of the foregoing, (ii) inventions, discoveries, designs and improvements described and claimed therein, and (iii) reissues, reexaminations, divisions, renewals, extensions, continuations and continuations in part thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.


SECTION 6. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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

NUTRACEUTICAL CORPORATION,
a Delaware corporation, as Pledgor

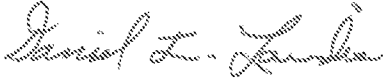
NUTRAMARKS, INC.,
a Delaware corporation, as Pledgor

By: 
Name: Cory J. McQueen
Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

ACCEPTED AND AGREED:

ANTARES CAPITAL LP,
as Collateral Agent

A handwritten signature in cursive script, appearing to read "Daniel Landis", written in black ink.

By: _____

Name: Daniel Landis

Title: Its Duly Authorized Signatory

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

OWNER	TITLE	PATENT NUMBER
NutraMarks, Inc.	COX-2—Herbal Composition and Method for Combating Inflammation	Patent No. 6541045
NutraMarks, Inc.	Littleford Day—Process for Making Mineral, Food or Pharmaceutical Grade Salt Products	Patent No. 6509496
Nutraceutical Corporation	Merchandising system	Patent No. D492862
NutraMarks, Inc.	Method and apparatus for a wide stick crystalline deodorant	Patent No. 6096296
Nutraceutical Corporation	Strontium (M) Ascorbate -Compositions Containing Same, Method for Making Same and Method of Using Same	Patent No. 8372992
Nutraceutical Corporation	Strontium (M) ascorbate, compositions containing same, method for making same and method of using same	Patent No. 8378126
Nutraceutical Corporation	Strontium (M) Ascorbate, Compositions containing same, Method for Making Same and Method of Using Same	Patent No. 8957111
Nutraceutical Corporation	Header Post Support	Patent No. D496811

United States Patent Applications:

OWNER	TITLE	APPLICATION NUMBER
Nutraceutical Corporation	Improved Sugar-Free Naturally Preserved Stevia Supplement	Application No. 13542448
Nutraceutical Corporation	Magnesium Bath Salt	Application No. 14605539