

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6131756

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN PATENTS PREVIOUSLY RECORDED AT REEL/FRAE (025958/0631)
CONVEYING PARTY DATA	
Name	Execution Date
JPMORGAN CHASE BANK, N.A.	02/28/2018
RECEIVING PARTY DATA	
Name:	GLAS TRUST COMPANY LLC
Street Address:	230 PARK AVENUE
Internal Address:	10TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10169
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	6546702
Patent Number:	6605296
Patent Number:	7214386
Patent Number:	6638542
Patent Number:	7288570
Patent Number:	6465517
Patent Number:	6492429
Patent Number:	6495170
Application Number:	12707280
CORRESPONDENCE DATA	
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NAME OF SUBMITTER:	J. JASON MULL
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	06/01/2020
Total Attachments: 5 source=GNC Re-Fi - Assignment of Security Interest in Patents [Execution Version](99604794.1)#page1.tif source=GNC Re-Fi - Assignment of Security Interest in Patents [Execution Version](99604794.1)#page2.tif source=GNC Re-Fi - Assignment of Security Interest in Patents [Execution Version](99604794.1)#page3.tif source=GNC Re-Fi - Assignment of Security Interest in Patents [Execution Version](99604794.1)#page4.tif source=GNC Re-Fi - Assignment of Security Interest in Patents [Execution Version](99604794.1)#page5.tif	

**ASSIGNMENT OF
SECURITY INTEREST IN PATENTS**

This ASSIGNMENT OF SECURITY INTEREST IN PATENTS (the "Assignment") dated as of February 28, 2018, is made by JPMORGAN CHASE BANK, N.A., as assignor (the "Assignor") in favor of GLAS TRUST COMPANY LLC, as assignee (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Term Loan Guarantee and Collateral Agreement (as defined below) unless otherwise specified herein.

WITNESSETH:

WHEREAS, GNC Corporation, a Delaware corporation, and General Nutrition Centers, Inc., a Delaware corporation (the "Borrower") the Lenders from time to time parties thereto, the Assignor and the Assignee have entered into an Amended and Restated Term Loan Credit Agreement, dated as of March 4, 2011, (as amended and restated on November 2, 2013, as amended and restated on February 28, 2018 and as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Term Loan Credit Agreement");

WHEREAS, pursuant to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of March 4, 2011, among the Borrower, General Nutrition Investment Company, an Arizona corporation, General Nutrition Corporation, a Pennsylvania corporation, GNC Funding, Inc., a Delaware corporation and GNC Transportation, LLC, a Pennsylvania corporation (each of the foregoing a "Grantor" and together, the "Grantors"), the Lenders from time to time parties thereto, the Assignor and the Assignee (as amended and restated on November 2, 2013, as amended and restated on February 28, 2018 and as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Term Loan Guarantee and Collateral Agreement"), (i) Grantors have granted a security interest (the "Security Interest") to Assignor, as Administrative Agent for Lenders thereunder, in certain Intellectual Property Collateral, including the Patents set forth on Schedule A (the "Patent Collateral"); (ii) Assignor and Grantors executed that certain Intellectual Property Security Agreement dated as of March 4, 2011 to record such Security Interest at the U.S. Patent and Trademark Office, and such Security Interest was recorded at the USPTO on March 15, 2011 at Reel No. 025958, Frame No. 0631 and (iii) Assignor assigned to Assignee, as Collateral Agent effective of February 28, 2018, each of the Liens and security interests granted to Assignor under the Loan Documents and Assignee assumed all such Liens, for its benefit and for the ratable benefit of all other Secured Parties under the Loan Documents;

WHEREAS, Assignor and Assignee wish to confirm and record that the Term Loan Guarantee and Collateral Agreement assigned Assignor's Liens and security interests in the Patent Collateral to Assignee;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto state as follows:

1. Assignment. Assignor and Assignee hereby confirm that, pursuant to the Term Loan Guarantee and Collateral Agreement, as of February 28, 2018, Assignor assigned all of

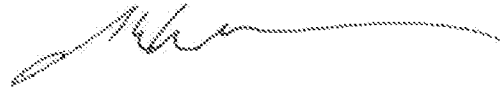
Assignor's Security Interest in the Patent Collateral to Assignee. The Term Loan Guarantee and Collateral Agreement (and all rights and remedies of Administrative Agent, Collateral Agent and Secured Parties thereunder) shall remain in full force and effect in accordance with its terms and is incorporated fully herein by reference. In the event of any conflict between the terms of this Assignment and the Term Loan Guarantee and Collateral Agreement, the Term Loan Guarantee and Collateral Agreement shall govern. The Assignor hereby authorizes and requests that the Commissioner for Patents of the USPTO record this Assignment.

2. Counterparts. This Assignment may be executed by the parties to this Assignment in any number of separate counterparts (including by facsimile or PDF signatures), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers.

JPMORGAN CHASE BANK, N.A., as Assignor



By: _____

Name: James A. Knight

Title: Executive Director

Accepted:

GLAS TRUST COMPANY LLC, as Assignee

By: 
Name: Yana Kislenko
Title: Vice President

[Signature Page to Assignment of Security Interest in Patents]

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PATENT
REEL: 052804 FRAME: 0984

Schedule A
U.S. Patent Registrations and Applications

<u>Patent Title</u>	<u>Patent No</u> <u>/Application No.</u>
METHOD AND APPARATUS FOR PREPARATION OF CAPSULE WITH IMPROVED CLOSING/EJECTION PINS	6,546,702
DIETARY INGREDIENT WITH ENHANCED BIOAVAILABILITY	12/707,280
NATURAL SUBSTANCES BASED AGENT	6,605,296
METHOD FOR TREATMENT AND PREVENTION OF OVERWIEGHT IN MAMMALS	7,214,386
REDUCING APPETITE IN MAMMALS BY ADMINISTERING PROCYANIDIN AND HYDROXYCITRIC ACID	6,638,542
STIMULATION OF IN VIVO PRODUCTION OF PROTEINS	7,288,570
COMPOSITION FOR THE TREATMENT OF MIGRAINE	6,465,517
COMPOSITION FOR THE TREATMENT OFOSTEOARTHRITIS	6,492,429
METHOD OF INCREASING THE PRESENCE OF GLUTATHIONE IN CELLS	6,495,170