

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Juice Plus+ Company, LLC		04/29/2014	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Agent		
Street Address:	Fifth Third Center, 38 Fountain Square		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3369518	NSA VIRTUAL OFFICE	
Registration Number:	3298660	VINEYARD BLEND	
Registration Number:	2761699	JUICE PLUS+ ORCHARD BLEND	
Registration Number:	2758840	JUICE PLUS+ GARDEN BLEND	
Registration Number:	2573762	PART TIME MAGIC	
Registration Number:	3695846	EMBRACE. SHARE. INSPIRE.	
Registration Number:	3365129	THE NEXT BEST THING TO FRUITS AND VEGETA	
Registration Number:	2474348	JUICE PLUS+ COMPLETE	
Registration Number:	2402849	VIRTUAL FRANCHISE	
Registration Number:	2158471	JUICE PLUS+	
Registration Number:	2150527	NSA	
Registration Number:	2152095	NSA	
Registration Number:	2176291	JUICE PLUS+	
Registration Number:	2154665	JUICE PLUS+ THINS	
Registration Number:	1854442	JUICE PLUS +	
Registration Number:	1797708	50C	
Registration Number:	1724115	NSA	
Registration Number:	1722305	NSA	
Registration Number:	1722303	NSA	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1720596	NSA
Registration Number:	1720595	NSA
Registration Number:	1450625	NSA
Serial Number:	85167333	LIVE LIFE TO THE PLUS+
Serial Number:	85167309	BRIDGE THE GAP
Serial Number:	77868260	PREMIUM PLUS+

CORRESPONDENCE DATA

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	113499
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	04/30/2014

Total Attachments: 5

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- source=4-30-14 The Juice Plus-TM#page2.tif
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- source=4-30-14 The Juice Plus-TM#page5.tif

TRADEMARK COLLATERAL AGREEMENT

This 29th day of April, 2014, The Juice Plus+ Company, LLC, a Tennessee limited liability company (the "*Debtor*"), with its principal place of business and mailing address at 140 Crescent Drive, Collierville, Tennessee 38017, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement bearing even date herewith between the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

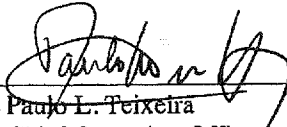
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as the Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a "PDF" file) shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

THE JUICE PLUS+ COMPANY, LLC

By 
Name Paulo L. Teixeira
Title Chief Operating Officer

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, AS AGENT

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement]

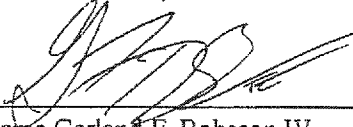
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

THE JUICE PLUS+ COMPANY, LLC

By _____
Name Paulo L. Teixeira
Title Chief Operating Officer

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, AS AGENT

By  _____
Name Garland F. Robeson IV
Title Vice President

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
NSA VIRTUAL OFFICE	3369518	01/15/08
VINEYARD BLEND	3298660	09/25/07
JUICE PLUS+ ORCHARD BLEND and Design	2761699	09/09/03
JUICE PLUS+ GARDEN BLEND and Design	2758840	09/02/03
PART TIME MAGIC	2573762	05/28/02
EMBRACE.SHARE.INSPIRE	3695846	10/13/09
THE NEXT BEST THING TO FRUITS AND VEGETABLES	3365129	01/08/08
JUICE PLUS+ COMPLETE	2474348	07/31/01
VIRTUAL FRANCHISE	2402849	11/07/00
JUICE PLUS+	2158471	05/19/98
NSA	2150527	04/14/98
NSA	2152095	04/21/98
JUICE PLUS+ and Design	2176291	07/28/98
Juice Plus+ THINS	2154665	05/05/98
JUICE PLUS+	1854442	09/20/94
50C	1797708	10/12/93
NSA and Design	1724115	10/13/92
NSA and Design	1722305	10/06/92
NSA and Design	1722303	10/06/92
NSA	1720596	09/29/92
NSA	1720595	09/29/92
NSA	1450625	08/04/87

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
LIVE LIFE TO THE PLUS+	85167333	11/02/10
BRIDGE THE GAP	85167309	11/02/10
PREMIUM PLUS+ and Design	77868260	11/09/09