

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408335

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amendment No. 1 to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Performix LLC		11/30/2016	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Israel Discount Bank of New York		
<b>Street Address:</b>	511 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87102987	TCP - TIMED COGNITIVE PRIMING	
<b>Serial Number:</b>	87183634	SST SUSPENSION SUPER THERMOGENIC	
<b>Serial Number:</b>	87183601	SST SUSPENSION SUPER THERMOGENIC	
<b>Serial Number:</b>	87159859	I CRUSH EVERYTHING	
<b>Serial Number:</b>	87095118	PROTEIN BARK	
<b>Serial Number:</b>	86776209	PERFORMIX	
<b>Serial Number:</b>	86720320	PERFORMIX	
<b>Registration Number:</b>	4994730	IRIDIUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Gloria Sheehan		

OP \$215.00 87102987

<b>SIGNATURE:</b>	/Gloria Sheehan/
<b>DATE SIGNED:</b>	12/09/2016
<b>Total Attachments: 5</b> source=Performix Trademark#page1.tif source=Performix Trademark#page2.tif source=Performix Trademark#page3.tif source=Performix Trademark#page4.tif source=Performix Trademark#page5.tif	

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Performix LLC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: CO

Execution Date(s) November 30, 2016

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes

Yes

No

Name: Israel Discount Bank of New York

Internal Address:

Street Address: 511 Fifth Avenue

City: New York

State: NY

Country: USA

Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other Amendment No. 1 to Trademark Security Agreement
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)**

**5. Name address of party to whom correspondence concerning document should be mailed:**

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

**6. Total number of applications and registrations involved: 8**

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

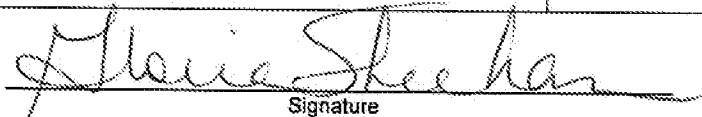
a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

**9. Signature:**



Signature

December 9, 2016

Date

Gloria Sheehan

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "*Amendment*"), made as of November 30, 2016, by and between PERFORMIX LLC, a Colorado limited liability company ("*Grantor*"), and ISRAEL DISCOUNT BANK OF NEW YORK ("*Bank*"). Capitalized terms used and not defined in this Amendment shall have the respective meanings given them in the Trademark Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, Grantor and Bank are parties to the Trademark Collateral Assignment and Security Agreement, dated May 21, 2015 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "*Trademark Security Agreement*") and recorded with the United States Patent and Trademark Office on June 4, 2015 at Reel/Frame 5546/0454;

WHEREAS, pursuant to the Trademark Security Agreement, Grantor has, among other things, granted to Bank a security interest in all present and future Trademarks and Trademark applications of Grantor, together with certain related assets, and has agreed to execute and deliver to Bank all agreements and documents as requested by Bank to evidence the security interests of Bank therein;

WHEREAS, Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the additional trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and internet domain names registered or filed with the United States Patent and Trademark Office described in Schedule 1 hereto and made a part hereof (collectively, the "*Additional Trademarks*"); and

WHEREAS, Grantor is obligated to grant a security interest in and pledge all such Additional Trademarks and Additional Collateral (as hereinafter defined) to Bank, as provided by the terms and conditions of the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Bank hereby agree as follows:

#### I. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the additional Collateral consisting of the Additional Trademarks and other Collateral related thereto (such Additional Trademarks and Collateral related thereto being referred to herein as the "*Additional Collateral*").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition

and not in limitation, all of the Additional Collateral and the other assets described in Section 2 of this Amendment.

**2. Confirmation of Grant of Security Interest.** Without limiting the grant of the security interest to Bank set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, Grantor hereby confirms, reaffirms and restates its prior grant of Collateral to Bank, and hereby grants to Bank a continuing security interest in and a general lien upon the Additional Collateral.

**3. Representations, Warranties and Covenants.** All of the representations, warranties and covenants with respect to the Collateral set forth in the Trademark Security Agreement shall apply to the Additional Collateral and other assets described in Section 2 of this Amendment.

**4. Effect of this Amendment.** Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Trademark Security Agreement, the term or provision of this Amendment shall control. This Amendment and the Trademark Security Agreement shall be read and construed as one agreement.

**5. Counterparts.** This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[Signature page follows]

IN WITNESS WHEREOF, Grantor and Bank have executed this Amendment as of the day and year first above written.


**PERFORMIX LLC**

By: 

Name: MATTHEW HES

Title: CEO

**ISRAEL DISCOUNT BANK OF  
NEW YORK**

By: 

Name: Thomas Nucci

Title: Vice President

By: 

Name: Mark P. Reiner

Title: Senior Vice President

SCHEDULE 1  
TO  
AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

Serial Number	Registration Number	Word Mark
87102987	n/a	TCP – Timed Cognitive Priming
87183634	n/a	SST Suspension Super Thermogenic
87183601	n/a	SST Suspension Super Thermogenic
87159859	n/a	I Crush Everything
87095118	n/a	Protein Bark
86776209	n/a	Performix
86720320	n/a	Performix
86682280	4994730	Iridium

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