

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment and Reaffirmation		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vitamin Shoppe Procurement Services, Inc.		05/09/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	277 Park Avenue, Floor 22		
Internal Address:	ABL Regional Portfolio Manager		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5105817	+PLUS SERIES	
Registration Number:	5167916	APPEFIT	
Registration Number:	4951197	BETANCOURT ESSENTIALS	
Registration Number:	4893177	BETANCOURT NUTRITION	
Registration Number:	4859756	FIT FAREWELL	
Registration Number:	4846035	GLUTAMINE+PLUS	
Registration Number:	4870370	HEALTHY HELLO	
Registration Number:	4984946	HEXATEIN-SR	
Registration Number:	5083486	ISOTECH42	
Registration Number:	4980831	PROBIOCARE	
Registration Number:	4893198	PUMP'D	
Registration Number:	4846138	THE BEEF STANDARD	
Serial Number:	86905620	V THE VITAMIN SHOPPE	
Serial Number:	86905628	V THE VITAMIN SHOPPE	
Serial Number:	86905555	V THE VITAMIN SHOPPE	
Serial Number:	86905614	V THE VITAMIN SHOPPE EVERY BODY MATTERS	
Serial Number:	87044731	THRIVE EVERY DAY	

OP \$440.00 5105817

CORRESPONDENCE DATA**Fax Number:** 2142207716*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:** 2146617348**Email:** dharrell@velaw.com**Correspondent Name:** Denice Harrell**Address Line 1:** 2001 Ross Avenue, Suite 3700**Address Line 4:** Dallas, TEXAS 75201**NAME OF SUBMITTER:** Denice Harrell**SIGNATURE:** /Denice Harrell/**DATE SIGNED:** 05/09/2017**Total Attachments: 11**source=Amendment and Reaffirmation of Intellectual Property Security Agreement (VSPTS - May 2017)
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**AMENDMENT AND REAFFIRMATION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amendment and Reaffirmation of Intellectual Property Security Agreement (this "Agreement") is made and entered into as of May 9, 2017, by Vitamin Shoppe Procurement Services, Inc., a Delaware corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A, a national banking association, in its capacity as Administrative Agent under the IP Security Agreement (as defined below) (in such capacity, together with any successors and assigns, the "Administrative Agent") for the benefit of itself, the Lenders and the other Secured Parties under that certain Credit Agreement (as defined below).

RECITALS:

WHEREAS, the Grantor, certain Affiliates of the Grantor, the Administrative Agent, and the financial institutions from time to time party thereto are parties to that certain Amended and Restated Loan and Security Agreement dated as of January 20, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor entered into that certain Intellectual Property Security Agreement dated as of March 20, 2015 (as amended, restated and supplemented from time to time, the "IP Security Agreement") in connection with the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement and the IP Security Agreement, as collateral security for all of the Obligations, the Grantor has pledged and assigned to the Administrative Agent, and granted to the Administrative Agent, for the benefit of itself, the Lenders and the other Secured Parties a continuing security interest in all of its trademarks, patents, the applications and registrations thereof, and all proceeds thereof (collectively, the "Collateral").

WHEREAS, the Grantor desires to amend certain provisions of the IP Security Agreement and reaffirm its obligations under the IP Security Agreement on the terms and conditions herewith in connection with the Credit Agreement and the IP Security Agreement. Unless otherwise noted, capitalized terms used but not defined herein have the meanings assigned to them in the IP Security Agreement as amended hereby or, as applicable, in the Credit Agreement.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Recitals. Each and all of the foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Amendment to the IP Security Agreement. By executing and delivering this Agreement, the Grantor hereby grants to the Administrative Agent, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Trademarks described on Annex A attached hereto (the "Specified Trademarks"), subject to the terms and

conditions of the Credit Agreement, and the Specified Trademarks shall be deemed to be listed on Schedule A of the IP Security Agreement.

SECTION 3. Reaffirmations. The terms and provisions set forth in this Agreement shall modify and supersede all inconsistent terms and provisions set forth in the IP Security Agreement, and the terms and provisions (unless amended pursuant to this Agreement) of the IP Security Agreement are reaffirmed and confirmed and shall continue in full force and effect. The Grantor hereby reaffirms and confirms its obligations to the Administrative Agent, for the benefit of itself, the Lenders and the other Secured Parties under the IP Security Agreement and acknowledges that the security interest in the Collateral granted thereunder shall secure all the Obligations, as amended, increased and/or extended pursuant to the Credit Agreement. As reaffirmed hereby, the IP Security Agreement shall continue to be legal, valid, binding and enforceable in accordance with their respective terms.

SECTION 4. No Waiver. Nothing contained in this Agreement shall be construed as a waiver by the Administrative Agent of any covenant or provision of the IP Security Agreement, the other Financing Agreements, or of any other contract or instrument between the Grantor and the Administrative Agent, and the failure of the Administrative Agent at any time or times hereafter to require strict performance by the Grantor of any provision thereof shall not waive, affect or diminish any right of the Administrative Agent to thereafter demand strict compliance therewith. The Administrative Agent hereby reserves all rights granted under the IP Security Agreement, the other Financing Agreements, this Agreement and any other contract or instrument between and/ or among the Grantor and the Administrative Agent.

SECTION 5. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 6. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the Grantor and the Administrative Agent and their respective successors and assigns, except the Grantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent, other than as expressly permitted under the terms of the Credit Agreement.

SECTION 8. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original but all of which when taken together shall constitute but one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 9. Effect of Waiver. No consent or waiver, express or implied, by the Administrative Agent to or for any breach of or deviation from any covenant, condition or duty by the Grantor shall be deemed a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

SECTION 10. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

SECTION 11. Entire Agreement. THE IP SECURITY AGREEMENT, THIS AGREEMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

GRANTOR:

VITAMIN SHOPPE PROCUREMENT SERVICES, INC., a Delaware corporation

By: _____

Name: Brenda Galgano


Title: Executive Vice President and Chief
Financial Officer

[SIGNATURE PAGE TO AMENDMENT AND REAFFIRMATION OF IP SECURITY AGREEMENT - VITAMIN SHOPPE
PROCUREMENT SERVICES, INC.]

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ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Dan Bueno
Title: Authorized Officer

ANNEX A
SPECIFIED TRADEMARKS

Country	Mark	Owner	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Class	Goods/Services	Status
United States America	+PLUS SERIES	Vitamin Shoppe Procurement Services, Inc.	86/618506	04 May 2015	5105817	20 Dec 2016	5	vitamins; vitamin, mineral, dietary and nutritional supplements; dietary and nutritional supplement for sports nutrition, body building, muscle gain, athletic training, and weight training; and dietary supplement drinks, namely, nutritional supplement for bodybuilding.	Registered
United States America	APPEFTT	Vitamin Shoppe Procurement Services, Inc.	86/887016	26 Jan 2016	5167916	21 Mar 2017	5	powdered appetite suppressant.	Registered
United States America	BETANNCOURT ESSENTIALS	Vitamin Shoppe Procurement Services, Inc.	86/764777	22 Sep 2015	4951197	03 May 2016	5	vitamins; vitamin, mineral, dietary and nutritional supplements; dietary and nutritional supplement for weight loss, diet, sports nutrition, sport endurance, body building, muscle gain and training; powdered nutritional supplement drink mixes; powdered nutritional supplement drink mixes and concentrates; dietary supplements in the nature of weight loss powders; nutritional supplement meal replacement powders for boosting energy.	Registered
United States America	BETANNCOURT NUTRITION	Vitamin Shoppe Procurement Services, Inc.	86/722910	12 Aug 2015	4893177	26 Jan 2016	5	vitamins; vitamin, mineral, dietary and nutritional supplements; dietary and nutritional supplement for weight loss, diet, sports nutrition, sport endurance, body building, muscle gain and training; powdered nutritional supplement drink mixes; powdered nutritional supplement drink mixes and concentrates; dietary supplements in the nature of weight loss powders; nutritional supplement meal replacement powders for boosting energy.	Registered

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United States FITT FAREWELL 86/618486 4859756 35 41 customer services, namely, responding to customers' Registered
America Procurement Services, Inc. 04 May 2015 24 Nov 2015 inquiries for others in the field of vitamins, minerals, nutritional supplements, and health and beauty products; customer services, namely, product inquiry services by responding to customer inquiries for other in-store, via telephone, and via e-mail in the field of vitamins; customer service management for others in the fields of vitamins, nutritional supplements, complementary and alternative medicine products, books, herbal products, aromatherapy products, bath and shower products, health and beauty products, skin treatment creams and health foods; promoting public awareness of the benefits of good health and nutrition in class 35.

United States GLUTAMINE+PLUS 86/604616 4846035 5 Registered
America Procurement Services, Inc. 21 Apr 2015 03 Nov 2015 vitamins; vitamin, mineral, dietary and nutritional supplements; dietary supplements in the nature of powdered fruit-flavored drink mixes and powders; dietary and nutritional supplement for weight loss, diet health, sports nutrition, body building, muscle gain, athletic training, and weight training; all of the foregoing containing glutamine.

United States HEALTHY HELLO 86/618494 4870370 35 41 Registered
America Procurement Services, Inc. 04 May 2015 15 Dec 2015 customer services, namely, responding to customers' Registered
inquiries for others in the field of vitamins, minerals, nutritional supplements, and health and beauty products; customer services, namely, product inquiry services by responding to customer inquiries for other in-store, via telephone, and via e-mail in the field of vitamins; customer service management for others in the fields of vitamins, nutritional supplements, complementary and alternative medicine products, books, herbal products, aromatherapy products, bath and shower products, health and beauty products, skin treatment creams and health foods; promoting public awareness of the benefits of good health and nutrition in class 35.

business training of employees to enhance and improve customer services and relations in class 41.

vitamins; vitamin, mineral, dietary and nutritional supplements; dietary supplements in the nature of powdered fruit-flavored drink mixes and powders; dietary and nutritional supplement for weight loss, diet health, sports nutrition, body building, muscle gain, athletic training, and weight training.

ready to drink, flavored, water-based isolate drinks and beverages enhanced with vitamins, minerals, supplements and nutrients.

custom manufacturing of custom blends and made-to order formulations of nutritional, vitamin and mineral supplements in bulk tablet, bottled and other forms for private labels and brands.

dietary and nutritional supplements containing probiotics.

vitamins; vitamin, mineral, dietary and nutritional supplements; dietary and nutritional supplement for weight loss, diet, sports nutrition, sport endurance, body building, muscle gain and training; powdered nutritional supplement drink mixes; powdered nutritional supplement drink mixes and concentrates; dietary supplements in the nature of weight loss powders; nutritional supplement meal replacement powders for boosting energy.

United States America	HEXATEIN-SR	Vitamin Shoppe Procurement Services, Inc.	86/622086 07 May 2015	4984946 21 Jun 2016	5	Registered
United States America	ISOTECH42	Vitamin Shoppe Procurement Services, Inc.	86/767474 24 Sep 2015	5083486 15 Nov 2016	32	Registered
United States America	NUTRIFORCE	Vitamin Shoppe Procurement Services, Inc.	87/168439 12 Sep 2016		40	Allowed
United States America	PROBIOCARE	Vitamin Shoppe Procurement Services, Inc.	86/570293 19 Mar 2015	4980831 21 Jun 2016	5	Registered
United States America	PUMP'D	Vitamin Shoppe Procurement Services, Inc.	86/744735 01 Sep 2015	4893198 26 Jan 2016	5	Registered
United States America	THE BEEF STANDARD	Vitamin Shoppe Procurement	86/638194 21 May 2015	4846138 03 Nov 2015	5	Registered

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Services, Inc.

powdered chocolate, vanilla and fruit-flavored drink mixes and powders; dietary and nutritional supplements for weight loss, diet, health, sports nutrition, body building, muscle gain, athletic training, and weight training; all of the foregoing containing beef protein.

United States
America
theVitaminShoppes
Vitamin Shoppe Procurement Services, Inc.

86/905620 11 Feb 2016

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pharmaceutical and veterinary preparations; sanitary preparations for medical purposes; dietetic food and substances adapted for medical or veterinary use, food for babies; dietary supplements for humans and animals; plasters, materials for dressings; material for stopping teeth, dental wax; disinfectants; preparations for destroying vermin; fungicides; herbicides in class

Pending

retail store services, mail order catalog services and online retail store services providing via a global computer network featuring vitamins, vitamin, mineral dietary and nutritional supplements, weight loss supplements, foods, beverages and sports performance drinks in class 35. (use 10/31)

United States
America
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Vitamin Shoppe Procurement Services, Inc.

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bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices in class 3. (use 6/4/14)

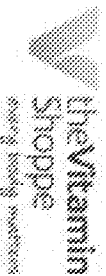
Pending

pharmaceutical and veterinary preparations; sanitary preparations for medical purposes; dietetic food and substances adapted for medical or veterinary use, food for babies; dietary supplements for humans and animals; plasters, materials for dressings; material for stopping teeth, dental wax; disinfectants; preparations for destroying vermin; fungicides, herbicides in class household or kitchen utensils and containers; combs and sponges; brushes (except painbrushes); brush-making materials; articles for cleaning purposes; steelwool; unworked or semi-worked glass (except glass used in building); glassware, porcelain and

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America



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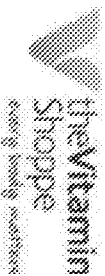
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11 Feb 2016

earthenware not included in other classes in class 21.
(use 10/27/14)
retail store services, mail order catalog services and
online retail store services provided via a global
computer network featuring vitamins, vitamin, miner-
dietary and nutritional supplements, weight loss
supplements, foods, beverages and sports performanc
drinks; promoting public awareness of health and
nutrition in class 35. (use 4/8/14)

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Pending

bleaching preparations and other substances for
laundry use; cleaning, polishing, scouring and abradis
preparations; soaps; perfumery, essential oils,
cosmetics, hair lotions; dentifrices in class 3. (use
6/4/14)
pharmaceutical and veterinary preparations; sanitary
preparations for medical purposes; dietetic food and
substances adapted for medical or veterinary use, foo
for babies; dietary supplements for humans and
animals; plasters, materials for dressings; material for
stopping teeth, dental wax; disinfectants; preparation
for destroying vermin; fungicides, herbicides in class
household or kitchen utensils and containers; combs
and sponges; brushes (except paintbrushes); brush-
making materials; articles for cleaning purposes;
steelwool; unworked or semi-worked glass (except
glass used in building); glassware, porcelain and
earthenware not included in other classes in class 21.
(use 10/27/14)
retail store services, mail order catalog services and
online retail store services provided via a global
computer network featuring vitamins, vitamin, miner-
dietary and nutritional supplements, weight loss
supplements, foods, beverages and sports performanc
drinks; promoting public awareness of health and
nutrition in class 35. (use 4/8/14)



United States
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Vitamin Shoppe
Procurement
Services, Inc.
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retail store services in the fields of health, fitness, nutrition, sports nutrition, weight management, beauty and pet care; mail order catalog services in the fields health, fitness, nutrition, sports nutrition, weight management, beauty and pet care. Pending

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Services, Inc.
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20 May 2016

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retail store services, mail order catalog services and online retail store services provided via a global computer network featuring vitamins, minerals, specialty supplements, herbs, sports nutrition product homeopathic remedies, green living products, beauty aids, foods, beverages and sports performance drinks promoting public awareness of health and nutrition in class 35. Published

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