

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JP MORGAN CHASE BANK, N.A.		10/02/2017	NATIONAL ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	GENERAL NUTRITION INVESTMENT COMPANY		
Street Address:	1011 CENTRE ROAD		
Internal Address:	SUITE 322		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19805		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3756810	LUCKYVITAMIN.COM	
CORRESPONDENCE DATA			
Fax Number:	2158511420		
<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>			
Phone:	215-851-8100		
Email:	phlipdocketing@reedsmith.com		
Correspondent Name:	MATTHEW P. FREDERICK, REED SMITH LLP		
Address Line 1:	1717 ARCH STREET, THREE LOGAN SQUARE		
Address Line 2:	SUITE 3100		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	MATTHEW P. FREDERICK		
SIGNATURE:	/Matthew P. Frederick/		
DATE SIGNED:	10/03/2017		
Total Attachments: 4			
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OP \$40.00 3756810

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release") is made and effective as of October 2, 2017 and granted by JP Morgan Chase Bank, N.A. (the "Administrative Agent"), as administrative agent for the secured parties under the agreements referred to below (the "Secured Parties" or "Lenders"), in favor of General Nutrition Investment Company, an Arizona corporation (the "Grantor") and its successors, assigns and legal representatives.

WHEREAS, GNC Corporation, a Delaware corporation, and General Nutrition Centers, Inc., a Delaware corporation (the "Borrowers"), have entered into a Credit Agreement, dated as of March 4, 2011 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto as lenders (the "Lenders"), Goldman Sachs Bank USA, as the Syndication Agent, Deutsche Bank Securities Inc. and Morgan Stanley Senior Funding, Inc., as the Co-Documentation Agents, and the Administrative Agent;

WHEREAS, the Grantor has entered into a Guarantee and Collateral Agreement, dated as of March 4, 2011 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, GNIC has assigned and transferred to the Administrative Agent, and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of GNIC's right, title and interest in and to certain Collateral;

WHEREAS, the Grantor and Administrative Agent have entered into a First Supplemental Intellectual Property Security Agreement (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "FSIPSA"), dated as of September 8, 2011, with respect to certain of its After-Acquired Intellectual Property in order to record the security interests granted therein with the United States Patent and Trademark Office (the "USPTO");

WHEREAS, the FSIPSA was recorded with the USPTO on October 24, 2011 at Reel No. 4647, Frame No. 0075; and

WHEREAS, the Grantor has requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassign to the Grantor of any and all right, title and interest the Administrative Agent and the Secured Parties may have solely in the U.S. registered trademarks and domain names set forth on Schedule A hereto (together with all of the goodwill associated therewith, the "Released Collateral).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby states as follows:

1. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors, legal representatives and assigns, hereby terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantors, and reassigns to the Grantors any and all right, title and interest that it may have, in, to and under the “Released Collateral” and only the Released Collateral. For clarity, the Collateral Agent’s security interest in and to all Collateral (including all other Trademark Collateral listed on Schedule 1 to the FSIPSA) other than the Released Collateral shall remain in full force and effect.

2. Further Assurances. Administrative Agent agrees, at Grantors’ sole cost and expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.


3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

JP Morgan Chase Bank, N.A.

as Administrative Agent

By 

Name: John Malone

Title: Managing Director

Schedule A

Registered Intellectual Property:

Trademark	Appl./Serial No.	File Date	Reg. No.	Reg. Date	Country
LUCKYPLANET	87/398,794	4/5/2017			UNITED STATES
LUCKYTRŪ	87/348,742	2/24/2017			UNITED STATES
LUCKY AROMAS	86/725,269	8/14/2015			UNITED STATES
LUCKY EATS	86/725,389	8/14/2015			UNITED STATES
LUCKYFIT	86/606,289	4/22/2015	5,266,424	8/15/2017	UNITED STATES
LUCKY FORMULAS	86/725,332	8/14/2015			UNITED STATES
LUCKY HERBS	86/606,311	4/22/2015	5,233,107	6/27/2017	UNITED STATES
LUCKY ROOTS	86/606,277	4/22/2015			UNITED STATES
LUCKY VITAMIN	85/926,189	5/8/2013	4,577,075	7/29/2014	UNITED STATES
LUCKYVITAMIN.COM AND DESIGN	77/673,085	2/18/2009	3,756,810	3/9/2010	UNITED STATES

Domain Names:

LUCKYVITAMAN.COM
 LUCKYVITAMIN.COM
 LUCKY-VITAMIN.COM
 LUCKYVITAMIN-EMAIL.COM
 LUCKYVITAMIN-PROMOS.COM
 LUCKY VITAMINS.COM
 LUCKY-VITAMINS.COM