

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454861

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTERNATIONAL VITAMIN CORPORATION		10/30/2017	Corporation: DELAWARE
IVP, LLC		10/30/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A., as Administrative Agent
Street Address:	99 Wood Avenue South
City:	Iselin
State/Country:	NEW JERSEY
Postal Code:	08830
Entity Type:	Chartered Bank: NEW JERSEY

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	0502058	ALLBEE
Registration Number:	5055830	FIELDS OF NATURE
Registration Number:	4142658	GRAYAWAY
Registration Number:	1977278	INTERGEL
Registration Number:	3930532	IVC
Registration Number:	5065452	OCUSIGHT
Registration Number:	5107870	POSTURE-D
Registration Number:	2224413	PROTEGRA
Registration Number:	2434021	PROTEGRA
Registration Number:	2008952	PROTEGRA MEANS PROTECTION
Registration Number:	2432045	SMARTCARE
Registration Number:	0898148	STRESSTABS
Registration Number:	1058922	Z-BEC
Registration Number:	2476129	SOY CARE
Registration Number:	5228101	SPECTROVITE
Registration Number:	2743427	CENTURY ACTIVE
Registration Number:	3325048	CENTURY ADVANTAGE
Registration Number:	1881142	CENTURY SENIOR

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2694066	ESTROPLUS
Registration Number:	4188201	VITAMIN FINDER
Registration Number:	4273204	COMFORT FLEX
Registration Number:	4227282	MEGA KRILL
Registration Number:	4285309	4X PROBIOTIC
Registration Number:	4381332	VISIONSHIELD
Registration Number:	4483778	4X
Registration Number:	4482493	4X COMFORT FLEX
Registration Number:	4556876	4X IMMUNE
Registration Number:	4552671	4X ADVANCED EYE HEALTH
Registration Number:	4467909	INSYNC
Registration Number:	4467923	GI GUARD
Registration Number:	4752415	BIO-RELEASE
Registration Number:	4467924	4X PROSTATE HEALTH
Registration Number:	2250573	ACTIVE KIDS
Registration Number:	4017304	YOUR VITAMIN FINDER
Registration Number:	4381261	VITA-MINI
Serial Number:	86830818	ESTROHEALTH
Serial Number:	86708506	FRUIT FIRST
Serial Number:	86838140	LIGHTSHIELD
Serial Number:	86708531	NUTRI-GLIDE
Serial Number:	86708553	TOTALFLEX
Serial Number:	87235706	PHYTO TRIM
Serial Number:	87003888	COMPLETE ADVANTAGE

CORRESPONDENCE DATA

Fax Number: 5184520822

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: 5184521873

Email: accessin@sprynet.com

Correspondent Name: JACKIE LEE

Address Line 1: 1773 Western Avenue

Address Line 4: Albany, NEW YORK 12203

NAME OF SUBMITTER: Eric Bauer

SIGNATURE: /Eric Bauer/

DATE SIGNED: 12/18/2017

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 30, 2017, made by each of the Persons listed on the signature pages hereto (each a "Grantor" and collectively, the "Grantors"), in favor of Citibank, N.A., as Administrative Agent for the benefit of the Secured Parties (in such capacity, the "Administrative Agent").

WHEREAS, pursuant to the Security Agreement, dated as of October 30, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in the Security Agreement), the Grantors, Intergel Pharmaceutical, LLC and American Vitamin Corporation have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including, but not limited to, the USPTO.

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

Section 1. **Grant of Security**. Each Grantor hereby unconditionally pledges and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and to all of such Grantor's right, title and interest in or to the following assets and properties whether now owned or hereafter acquired or arising and wherever located or in which such Grantor now has or at any time hereafter acquires any right, title or interest in (collectively, the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any United States Trademark identified in Schedule I hereto).

Section 2. **Security for Obligations.** The grant of a security interest in the Trademark Collateral by each Grantor under this Agreement secures the payment and performance of all of the Obligations of the Secured Parties now or hereafter existing under the Credit Agreement.

Section 3. **Recordation.** Each Grantor authorizes the Commissioner for Trademark and any other government officials to record and register this Agreement upon request by the Administrative Agent.

Section 4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

Section 5. **Authorization to Supplement.** Grantor shall comply with the obligations set forth in Section 4.4(b) of the Security Agreement in connection with obtaining rights to any new trademark application or issued trademark or become entitled to the benefit of any trademark application or trademark for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing trademark or trademark application. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of each Grantor identified on the schedules delivered by Grantors to the Administrative Agent pursuant to Section 4.4(b) of the Security Agreement and which become part of the Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 6. **Execution in Counterparts.** This Agreement may be executed in counterparts and by different parties hereto in different counterparts, each of which shall constitute an original and all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 8. **Governing Law.** This Agreement 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 Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Section 9. **No Strict Construction**. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.


Section 10. **Severability**. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

[Signature Page Follows]


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

GRANTORS:

INTERNATIONAL VITAMIN CORPORATION

By: 
Name: Eric Bauer
Title: Chief Financial Officer

IVP, LLC

By: 
Name: Eric Bauer
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

CITIBANK, N.A.,
as Administrative Agent

By: Catherine E. Garrity

Name: Catherine E. Garrity
Title: SVP

Address for Notices:

Citibank, N.A.,
as Administrative Agent
99 Wood Avenue South
Iselin, NJ 08830

Attention: Catherine Garrity

Email: Catherine.Garrity@citi.com

Schedule I

Trademarks

Grantor	Mark	Jurisdiction	Registration No.	Registration Date
International Vitamin Corporation	ALLBEE	United States	0,502,058	09/14/1948
International Vitamin Corporation	FIELDS OF NATURE	United States	5,055,830	10/04/16
International Vitamin Corporation	GRAYAWAY	United States	4,142,658	05/15/2012
International Vitamin Corporation	INTERGEL	United States	1,977,278	05/28/1996
International Vitamin Corporation	IVC	United States	3,930,532	03/15/2011
International Vitamin Corporation	OCUSIGHT	United States	5,065,452	10/18/2016
International Vitamin Corporation	POSTURE-D	United States	5,107,870	12/27/2016
International Vitamin Corporation	PROTEGRA	United States	2,224,413	02/16/1999
International Vitamin Corporation	PROTEGRA	United States	2,434,021	03/06/2001
International Vitamin Corporation	PROTEGRA MEANS PROTECTION	United States	2,008,952	10/15/1996
International Vitamin Corporation	SMARTCARE	United States	2,432,045	02/27/2001
International Vitamin Corporation	STRESSTABS	United States	0,898,148	09/08/1970
International Vitamin Corporation	Z-BEC	United States	1,058,922	02/15/1977

International Vitamin Corporation	SOY CARE	United States	2,476,129	08/07/2001
International Vitamin Corporation	SPECTROVITE	United States	5,228,101	06/20/2017
International Vitamin Corporation	SMARTCARE	CTM	00101683	06/07/2000
International Vitamin Corporation	SOYCARE	CTM	000992438	04/07/2000

Grantor	Mark	Jurisdiction	Registration No.	Registration Date
IVP, LLC	CENTURY ACTIVE	United States	2,743,427	07/29/2003
IVP, LLC	CENTURY ADVANTAGE	United States	3,325,048	10/30/2007
IVP, LLC	CENTURY SENIOR	United States	1,881,142	02/28/1995
IVP, LLC	ESTROPLUS	United States	2,694,066	03/04/2003
IVP, LLC	VITAMIN FINDER	United States	4,188,201	08/07/2012
IVP, LLC	COMFORT FLEX	United States	4,273,204	01/08/2013
IVP, LLC	MEGA KRILL	United States	4,227,282	10/16/2012
IVP, LLC	4X PROBIOTIC	United States	4,285,309	02/05/2013
IVP, LLC	VISIONSHIELD	United States	4,381,332	08/06/2013
IVP, LLC	4X	United States	4,483,778	02/18/2014
IVP, LLC	4X COMFORT FLEX	United States	4,482,493	02/11/2014
IVP, LLC	4X IMMUNE	United States	4,556,876	06/24/2014
IVP, LLC	4X ADVANCED EYE HEALTH	United States	4,552,671	06/17/2014
IVP, LLC	INSYNC	United States	4,467,909	01/14/2014
IVP, LLC	GI GUARD	United States	4,467,923	01/14/2014
IVP, LLC	BIO-RELEASE	United States	4,752,415	06/09/2015

IVP, LLC	4X PROSTATE HEALTH	United States	4,467,924	01/14/2014
IVP, LLC	ONE SOURCE	Canada	TMA544560	05/04/2001
IVP, LLC	ONE SOURCE	EU	002134096	01/24/2003
IVP, LLC	ONE SOURCE	China	1,564,446	05/07/2001
IVP, LLC	ACTIVE KIDS	United States	2,250,573	06/01/1999
IVP, LLC	YOUR VITAMIN FINDER	United States	4,017,304	08/23/2011
IVP, LLC	VITA-MINI	United States	4,381,261	08/06/2013

Trademark Applications

Grantor	Mark	Jurisdiction	ITU Status	Application No.	Filing Date
International Vitamin Corporation	ESTROHEALTH	United States	SOU due 12/28/2017	86/830,818	11/24/2015
International Vitamin Corporation	FRUIT FIRST	United States	SOU due 02/09/2018	86/708,506	07/29/2015
International Vitamin Corporation	LIGHTSHIELD	United States	SOU due 12/28/2017	86/838,140	12/03/2015
International Vitamin Corporation	NUTRI-GLIDE	United States	SOU due 02/09/2018	86/708,531	07/29/2015
International Vitamin Corporation	TOTALFLEX	United States	SOU due 11/03/2017	86/708,553	07/29/2015
International Vitamin Corporation	PHYTO TRIM	United States	SOU due 01/04/2018	87/235,706	11/14/2016

Grantor	Mark	Jurisdiction	ITU Status	Filing Date	Application No.
IVP, LLC	COMPLETE ADVANTAGE	United States	SOU due 3/7/18	04/18/2016	87/003,888
IVP, LLC	INSYNC	Canada		09/25/2013	1645087
IVP, LLC	GI GUARD	Canada		09/25/2013	1645088