

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citizens Bank, N.A.		06/08/2018	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Designs for Health, Inc.		
Street Address:	14 Commerce Boulevard		
City:	Palm Coast		
State/Country:	FLORIDA		
Postal Code:	32164		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2818341	DELTAGOLD	
Registration Number:	4956154	GAMMAGOLD	
Serial Number:	87259101	TRIPLEGOLD	
Serial Number:	87259097	ALPHAGOLD	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
SIGNATURE:	/Jacqueline P. Scheib/		
DATE SIGNED:	07/02/2018		
Total Attachments: 17			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT ASSIGNMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ASSIGNMENT

(this “**Agreement**”), effective as of June 8, 2018, is entered into by and between Citizens Bank, N.A. (the “**Assignor**”) and Designs for Health, Inc., a Florida corporation (the “**Assignee**”).

BACKGROUND

A. The Assignor and American River Nutrition, Inc. (“**ARN**”) entered into certain loan arrangements pursuant to which, among other things, the Assignor provided certain credit facilities to ARN and certain related entities (collectively, the “**Citizens Loan Arrangements**”).

B. Pursuant to the terms and conditions of that certain Non-Recourse Assignment and Indemnification Agreement dated as of June 8, 2018 between the Assignor and the Assignee (the “**Assignment Agreement**”), the Assignor assigned to the Assignee all of the Assignor’s rights, title and interests in and to the Assigned Documents (as defined in the Assignment Agreement) related to the Citizens Loan Arrangements, including that certain Intellectual Property Security Agreement dated February 16, 2018 by and between ARN and the Assignor (the “**IP Security Agreement**”).

C. Copies of the IP Security Agreement, which have been recorded in the United States Patent and Trademark Office at Reel/Frame 045078/0715 and 6282/0310, are attached hereto as **Exhibit 1**.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns to the Assignee, without recourse, all of the Assignor’s rights, title, interests, and obligations in and to the IP Security Agreement in accordance with the terms and conditions of, and subject to, the Assignment Agreement.

Following the date hereof, upon the Assignee's reasonable request, and at the Assignee's sole cost and expense, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignee, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, (i) as may be reasonably necessary to effect, evidence or perfect the assignment of the IP Security Agreement to the Assignee, and (ii) as are acceptable to the Assignor in all respects as determined by the Assignor in its sole discretion.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

[The balance of this page is left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have
duly executed this Assignment the day and year first written above.

ASSIGNOR

CITIZENS BANK, N.A.

By: Veronica M. Alger
Name: Veronica M. Alger
Title: Vice President

ASSIGNEE

DESIGNS FOR HEALTH, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have
duly executed this Assignment the day and year first written above.

ASSIGNOR

CITIZENS BANK, N.A.

By: _____
Name: Veronica M. Alger
Title: Vice President

ASSIGNEE

DESIGNS FOR HEALTH, INC.

By: Roger Koehler
Name: Roger Koehler
Title: President

TRADEMARK

REEL: 006369 FRAME: 0931

EXHIBIT 1

[Recorded Copies of Intellectual Property Security Agreement dated February 16, 2018 by and between ARN and the Assignor]



United States Patent and Trademark Office

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Electronic Patent Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AMERICAN RIVER NUTRITION, INC.	02/16/2018
RECEIVING PARTY DATA	
Name:	CITIZENS BANK, N.A.
Street Address:	45 DAN ROAD
City:	CANTON
State/Country:	MASSACHUSETTS
Postal Code:	02021
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6350453
Patent Number:	7989006
Patent Number:	8293290
Patent Number:	8586109

CORRESPONDENCE DATA	
Fax Number:	(800)494-7512
Phone:	202-370-4750
Email:	ipteam@coagencyglobal.com
<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>	
Correspondent Name:	JOANNA MCCALL
Address Line 1:	1025 VERMONT AVENUE, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005
ATTORNEY DOCKET NUMBER:	F175761
NAME OF SUBMITTER:	JANET S. WAMSLEY
Signature:	/Janet S. Wamsley/
Date:	03/01/2018
Total Attachments: 7 source=AMERICAN RIVER NUTRITION PATENT FILING#page2.tif source=AMERICAN RIVER NUTRITION PATENT FILING#page3.tif source=AMERICAN RIVER NUTRITION PATENT FILING#page4.tif source=AMERICAN RIVER NUTRITION PATENT FILING#page5.tif source=AMERICAN RIVER NUTRITION PATENT FILING#page6.tif source=AMERICAN RIVER NUTRITION PATENT FILING#page7.tif source=AMERICAN RIVER NUTRITION PATENT FILING#page8.tif	
RECEIPT INFORMATION	
EPAS ID:	PAT4846864
Receipt Date:	03/01/2018

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**RECORDATION FORM COVER SHEET
PATENTS 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) AMERICAN RIVER NUTRITION, INC. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: CITIZENS BANK, N.A. Internal Address: _____ _____ Street Address: <u>45 Dan Road</u> _____ City: <u>Canton</u> State: <u>Massachusetts</u> Country: <u>US</u> Zip: <u>02021</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>February 16, 2018</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____				
4. Application or patent number(s): <input type="checkbox"/> This document serves as an Oath/Declaration (37 CFR 1.63). A. Patent Application No.(s) Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		B. Patent No.(s)		
5. Name and address to whom correspondence concerning document should be mailed: Name: _____ Internal Address: <u>COGENCY GLOBAL INC.</u> _____ Street Address: <u>1025 Vermont Ave NW, Suite 1130</u> _____ City: <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u> Phone Number: <u>202-370-4750</u> Docket Number: _____ Email Address: <u>ipteam@coagencyglobal.com</u>		6. Total number of applications and patents involved: <u>4</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)		
9. Signature: _____ Signature		Date: <u>March 1, 2018</u>		
Name of Person Signing: <u>Janet S. Wamsley</u>		Total number of pages including cover sheet, attachments, and documents: <table border="1"><tr><td>8</td></tr></table>		8
8				

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "**Agreement**"), dated as of February 16, 2018, is made by and between **AMERICAN RIVER NUTRITION, INC.** (the "**Company**"), a Massachusetts corporation with an address of 333 Venture Way, Hadley, Massachusetts 01035, and **CITIZENS BANK, N.A.** (the "**Lender**"), a national association with an address of 45 Dan Road, Canton, Massachusetts 02021.

Recitals

A. The Company and the Lender are parties to the Loan Agreements (as defined below) setting forth the terms on which the Lender has extended and/or may hereafter extend credit to or for the account of the Company.

B. As a continued condition to maintaining the loan arrangements with the Company, the Lender has required the execution and delivery of this Agreement by the Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Agreements and herein, the parties hereby agree as follows:

1. Definitions. All terms capitalized, but not otherwise defined herein, shall have the same meanings herein as in the Loan Agreements. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of the Company's right, title and interest in and to all copyrightable works and all copyrights of the Company and licenses thereunder, whether presently existing or hereafter arising, including, but not limited to, the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit A.

"Loan Agreements" shall mean, collectively, (i) that certain Loan and Security Agreement dated April 21, 2015 between the Company and the Lender, as amended by that certain First Amendment To Loan and Security Agreement dated February 1, 2016 and that certain Second Amendment To Loan Agreements and Ratification of Loan Documents dated as of February 21, 2017; (ii) that certain Loan and Security Agreement dated June 22, 2015 by and between the Company and the Lender, as amended by that certain First Amendment to Note and Loan and Security Agreement dated March 2, 2016 and that certain Second Amendment to Loan Agreements and Ratification of Loan Documents dated as of February 21, 2017; and (iii) that certain Loan and Security Agreement dated June 22, 2016 between the Company and the Lender, as amended by the First Amendment to Loan Agreements and Ratification of Loan Documents dated as of February 21, 2017.

"Patents" means all of the Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including, without limitation, the right to sue for past infringement and damages therefor, and licenses

thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C.

2. Security Interest. The Company hereby irrevocably pledges, assigns and transfers to the Lender a continuing security interest (the “**Security Interest**”) with power of sale to the extent permitted by law, in the Copyrights, the Patents and the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreements, the Security Interest is coupled with a security interest in substantially all of the personal property of the Company.

3. Loan Agreements. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan Agreements and the Company hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the Security Interest made and granted hereby are more fully set forth in the Loan Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to the Copyrights, the Patents and the Trademarks.

4. Termination. This Agreement shall terminate and the lien of the Security Interests shall be released upon the payment and performance in full of the Obligations pursuant to the terms of the Loan Agreements. Upon the termination of this Agreement, the Lender shall execute all documents, make all filings, and take all other actions reasonably requested by the Company to evidence and record the release of the Security Interests in the Copyrights, the Patents and the Trademarks granted herein.

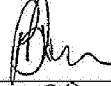
5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. The receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

6. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the Commonwealth of Massachusetts applicable to contracts made and to be performed entirely within such Commonwealth, without regard to conflict of laws principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

AMERICAN RIVER NUTRITION, INC.,
as Company

By: 
Name: BARRIE TAN
Its: President

[Signature Page to Intellectual Property Security Agreement]

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CITIZENS BANK, N.A.,
as Lender

By: Veronica M. Alger
Name: Veronica M. Alger
Its: Vice President

[Signature Page to Intellectual Property Security Agreement]

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EXHIBIT A

UNITED STATES COPYRIGHTS

<u>Copyrights</u>	<u>Owner</u>	<u>Application/ Filing Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>

2263472.2

EXHIBIT B

PATENTS

Description	Application Serial No.	Application Date	Patent No.	Patent Date
Tocotrienols and geranylgeraniol from Bixa orellana byproducts	09/577,086	5/4/2000	6,350,453	2/26/2002
Annatto extract compositions, including geranyl geraniols and methods of use	11/845,744	8/27/2007	7,989,006	8/2/2011
Annatto extract compositions, including geranyl geraniols and methods of use	13/181,692	7/13/2011	8,293,290	10/23/2012
Annatto extract compositions including tocotrienols and tocopherols and methods of use	12/168,819	7/7/2008	8,586,109	11/19/2013

2263472.2

EXHIBIT C

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

TRADEMARKS	OWNER	APPLICATION / FILING DATE	APPLICATION / REGISTRATION NO.
ALPHAGOLD	American River Nutrition, Inc.	12/6/2016	App. No. 8725097
DELTAGOLD	American River Nutrition, Inc.	2/21/2002	Reg. No. 2818341
GAMMAGOLD	American River Nutrition, Inc.	9/18/2012	Reg. No. 4956154
TRIPLEGOLD	American River Nutrition, Inc.	12/6/2016	App. No. 87259101

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 2, 2018

PTAS

JOANNA MCCALL
1025 VERMONT AVE NW, SUITE 1130
COGENCY GLOBAL INC.
WASHINGTON, DC 20005

504800132

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 03/01/2018

REEL/FRAME: 045078/0715
NUMBER OF PAGES: 9

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: F175761

ASSIGNOR:

AMERICAN RIVER NUTRITION, INC.

DOC DATE: 02/16/2018

ASSIGNEE:

CITIZENS BANK, N.A.
45 DAN ROAD
CANTON, MASSACHUSETTS 02021

APPLICATION NUMBER: 09577086

FILING DATE: 05/24/2000

PATENT NUMBER: 6350453

ISSUE DATE: 02/26/2002

TITLE: TOCOTRIENOLS AND GERANYLGERANIOL FROM BIXA ORELLANA BYPRODUCTS

APPLICATION NUMBER: 11845744

FILING DATE: 08/27/2007

PATENT NUMBER: 7989006

ISSUE DATE: 08/02/2011

TITLE: ANNATTO EXTRACT COMPOSITIONS, INCLUDING GERANYL GERANIOLS AND METHODS OF USE

APPLICATION NUMBER: 12168819

FILING DATE: 07/07/2008

PATENT NUMBER: 8586109

ISSUE DATE: 11/19/2013

TITLE: ANNATTO EXTRACT COMPOSITIONS INCLUDING TOCOTRIENOLS AND TOCOPHEROLS AND METHODS OF USE

P.O. Box 1450, Alexandria, Virginia 22313-1450 - WWW.USPTO.GOV