

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490576

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IVD, LLC		06/29/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Administrative Agent		
Street Address:	99 Wood Wood Avenue South		
City:	Iselin		
State/Country:	NEW JERSEY		
Postal Code:	08830		
Entity Type:	Chartered Bank: NEW JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87615880	CLIPP	
Serial Number:	87615883	CLIPP	
Serial Number:	87615885	CLIPP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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:	09/19/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 29, 2018, 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 and International Vitamin Corporation, a Delaware corporation, Intergel Pharmaceutical, LLC, a Delaware limited liability company, IVP, LLC, a Delaware limited liability company and American Vitamin Corporation, a Delaware 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.

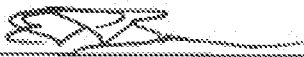
[Signature Page Follows]

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.

GRANTOR:

IVD, LLC

By: International Vitamin Corporation, its sole
member

By: 
Name: Eric Bauer
Title: Chief Financial Officer

AGREED TO AND ACCEPTED

CITIBANK, N.A.,
as Administrative Agent

By: Catherine Garrity

Name: Catherine Garrity
Title: Senior Vice President

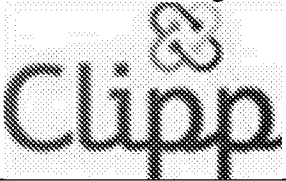
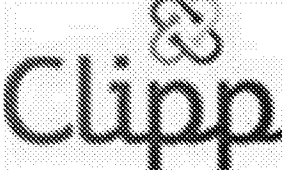
Address for Notices:
Citibank, N.A.,
as Administrative Agent
99 Wood Avenue South
Iselin, NJ 08830
Attention: Catherine Garrity
Email: Catherine.Garrity@citi.com

SCHEDULE I

Trademarks

Grantor	Mark	Jurisdiction	Serial No.	Registration Date
IDV, LLC	CLIPP	U.S.	87615880	Published February 6, 2018

Trademark Applications

Grantor	Mark	Jurisdiction	ITU Status	Application No.	Filing Date
IVD, LLC	CLIPP and Design 	U.S.		87615883	Pending - Non-Final Action January 1, 2018
IVD, LLC	CLIPP and Design 	U.S.		87615885	Pending - Non-Final Action January 1, 2018

Licensed Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
IVD, LLC	Delavau Pharmaceutical Partners ¹	U.S.		

¹ This is a non-exclusive, royalty-free and non-transferable license granted under that certain asset purchase agreement dated as of March 2, 2018 entered into by and between Delavau, LLC, a Delaware limited liability company and IVD, LLC, a Delaware limited liability company (the "Asset Purchase Agreement"), which expires on April 27, 2019.