

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		03/12/2004	CORPORATION: CONNECTICUT

**RECEIVING PARTY DATA**

<b>Name:</b>	Premier Nutrition, Inc.
<b>Street Address:</b>	6215 El Camino Real
<b>Internal Address:</b>	Suite #101
<b>City:</b>	Carlsbad
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92009
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	75824400	PREMIER NUTRITION
Serial Number:	75919381	PREMIER PROTEIN
Serial Number:	75919383	PREMIER EIGHT
Serial Number:	75919382	PREMIER COMPLETE
Serial Number:	76010275	CATALYX
Serial Number:	76010276	PREMIER ELITE
Serial Number:	76147456	RED BULLET

**CORRESPONDENCE DATA**

Fax Number: (706)579-7001  
 Email: chris@premiernutrition.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Chris Geist

**900203056**

**TRADEMARK  
 REEL: 004630 FRAME: 0778**

**OP \$190.00 75824400**

Address Line 1: 6215 El Camino Real  
Address Line 2: Suite #101  
Address Line 4: Carlsbad, CALIFORNIA 92009

NAME OF SUBMITTER: Logan Miller

Signature: /s/ Logan Miller

Date: 09/26/2011

**Total Attachments: 12**

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March 12, 2004

Premier Nutrition, Inc.  
6221 Yarrow Drive, Suite A  
Carlsbad, California 92009  
Attention: Kerry T. Law, CFO

BFI Business Finance  
1655 The Alameda  
San Jose, California 95126  
Attn: David Drogos, President

Re: Payoff of Obligations

Gentlemen:

We refer to the Loan and Security Agreement dated as of September 28, 2000, by and between Premier Nutrition, Inc., a California corporation ("Borrower"), the other Credit Parties a party thereto, and General Electric Capital Corporation, a Delaware corporation ("Lender"), as amended by the First Amendment to Loan and Security dated as of November 10, 2000, the Second Amendment to Loan and Security Agreement dated as of January 25, 2001, the Third Amendment to Loan and Security Agreement dated as of January 17, 2002, the Fourth Amendment to Loan and Security Agreement dated as of July 17, 2002, the Fifth Amendment to Loan and Security Agreement dated as of January 16, 2003, the Sixth Amendment to Loan and Security Agreement dated September 25, 2003, the Seventh Amendment to Loan and Security Agreement dated October 9, 2003, and the Eighth Amendment to Loan and Security Agreement dated as of January 15, 2004 (collectively, the "Loan Agreement"). Capitalized terms used in this letter and not otherwise defined herein shall have the respective meanings given to them in Schedule A to the Loan Agreement.

1. Borrower has informed Lender that BFI Business Finance ("BFI") intends to provide loans to Borrower, the proceeds of which will be used, in part, to pay in full all outstanding obligations and indebtedness to Lender under the Loan Agreement and the other Loan Documents. In connection therewith, Lender acknowledges and agrees that, effective upon Lender's receipt of (a) an original or facsimile transmission of this letter agreement duly executed by Borrower, the other Credit Parties and BFI, (b) Lender's receipt of the sum of \$ [REDACTED] (the "Payoff Amount") in immediately available funds by 11:00 a.m. (California time) on March 12, 2004 (the "Payoff Date"), which amount represents all of the outstanding Obligations (other than the "Surviving Obligations" as defined below), the calculation of which is set forth on the attached Exhibit A, and (c) Borrower's satisfaction of the requirements of paragraph 2 below (the foregoing clauses (a), (b) and (c) are collectively referred to herein as the "Conditions");

\*\*\*KEEP IN FILE\*\*\*

(i) all of the outstanding debts, liabilities and obligations owing by Borrower and the other Credit Parties under any Loan Document shall thereupon be satisfied in full, and Borrower and the other Credit Parties shall be released from all liability therefor; provided, that: (A) Borrower and the other Credit Parties shall remain obligated to Lender with respect to (1) any of their respective ongoing indemnification obligations under any Loan Document, (2) any other obligations or liabilities that are expressly provided in the Loan Agreement or any other Loan Document to survive payment of the Obligations or termination of the Loan Agreement and Borrower's right to request Revolving Credit Advances thereunder, and (3) those Obligations or other liabilities of Borrower and the other Credit Parties under any provision of the Loan Agreement or any other Loan Document that are necessary for the enforcement by Lender of any of such surviving obligations or liabilities (the obligations described in clauses (1), (2) and (3) above shall hereinafter be referred to as the "Surviving Obligations"); and (B) if any payment by or for the account of Borrower or any other Credit Party to Lender shall be recovered from, or repaid by, Lender, in whole or in part, in any bankruptcy, insolvency or similar proceeding instituted by or against Borrower or such other Credit Party, then the Obligations or liabilities of Borrower and the other Credit Parties to Lender shall be automatically reinstated to the extent of any such recovered or repaid payment;

(ii) Lenders' financing arrangements with Borrower pursuant to the Loan Agreement shall thereupon be terminated; and

(iii) all liens, security interests, and any other similar interests of any kind, nature, or description, whenever and however arising, granted to Lender under the Loan Agreement and the Loan Documents on any of the property, real or personal, tangible or intangible, of Borrower and the other Credit Parties shall thereupon be terminated.

2. The Payoff Amount shall be paid by wire transfer to the following account:

Bank Name: Deutsche Bank Trust Company Americas  
Location: 60 Wall Street  
New York, New York 10005  
ABA No.: [REDACTED]  
Account No.: [REDACTED]  
Reference: [REDACTED]

Payments received after 11:00 a.m. (California time) shall be deemed received on the following Business Day.

3. Borrower and BFI acknowledge that Lender may not yet have received full and final credit for all checks or similar instruments for the payment of money heretofore received by Lender and applied to the payment of the Obligations in order to determine the Payoff Amount. Borrower, the other Credit Parties and BFI agree to be jointly and severally liable for, and to pay to Lender upon Lender's demand therefor, the amount (plus interest or other bank charges) of any check or similar instrument for the payment of money so received by Lender and applied to the Obligations that may hereafter be dishonored or returned unpaid for any reason whatsoever; provided, that BFI's obligations under this **paragraph 3** shall terminate on the 60th date following the Payoff Date.

4. Lender agrees to refund to Borrower the excess, if any, between the amount of expenses reflected in Exhibit A (which includes estimated amounts) and the actual amount of Lender's expenses, together with an accounting for such expenses, promptly upon a final determination of the actual amount of such expenses. If such estimated amount is less than the actual amount of Lender's expenses, then Borrower and the other Credit Parties agree to promptly pay the difference to Lender upon Lender's delivery to Borrower of an accounting for such expenses.

5. After Lender receives the Payoff Amount as provided above, (a) Borrower and BFI will each be authorized, at the expense of Borrower, to file terminations of any UCC financing statements Lender has filed against Borrower pursuant to the Loan Documents, (b) Lender will, at the expense of Borrower, execute and deliver to Borrower, BFI or such Persons as Borrower or BFI may designate, any other documents reasonably requested by Borrower or BFI to evidence Lender's release and termination of its liens and security interests in the Collateral, and (c) Lender will deliver to Borrower all original instruments and other property of Borrower or any other Credit Party that are in the possession of Lender.

6. Borrower and each other Credit Party, for itself and on behalf of its respective successors, assigns, and present and future Stockholders, officers, directors, employees, agents and attorneys, hereby remises, releases and forever discharges Lender and its present and former officers, directors, Stockholders, employees, agents, attorneys, successors and assigns from any and all claims, rights, actions, causes of action, suits, liabilities, defenses, damages and costs that (a) exist or may exist as of the date hereof and (b) arise from or are otherwise related to the Loan Agreement or the other Loan Documents, any transaction contemplated thereby, the administration of the Loans and other financial accommodations made thereunder, the collateral security given in connection therewith, or any related discussions or negotiations, in each case whether known or unknown, suspected or unsuspected. Borrower and each other Credit Party waives any and all claims, rights and benefits it may have under any law of any jurisdiction that would render ineffective a release made by a creditor of claims that the creditor does not know or suspect to exist in its favor at the time of executing the release and that, if known by it, would have materially affected its settlement with the applicable debtor.

Borrower and each other Credit Party acknowledges that it is aware of the following provisions of section 1542 of the California Civil Code:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Borrower and each other Credit Party expressly and voluntarily waives each and all claims, rights, or benefits it has or may have under section 1542 of the California Civil Code, or any other similar law of any other jurisdiction, to the full extent that it may lawfully waive such claims, rights and benefits in connection with this release. Borrower and each other Credit Party acknowledges that (i) it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this letter agreement and that it has executed this letter agreement after receiving the advice of such independent legal counsel, and (ii) it and its respective counsel have had an adequate opportunity to make whatever investigation or inquiry they deemed necessary or desirable in connection with the release contained in this letter agreement.

Notwithstanding the foregoing, the release set forth in this paragraph 6 shall not apply to the express obligations of Lender set forth in this letter.

7. The provisions of paragraphs 3 through 7 of this letter agreement shall survive the termination of the Loan Agreement.

[remainder of page left blank]

Premier Nutrition, Inc.  
BFI Business Finance  
March 12, 2004  
Page 5

8. This letter agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this letter agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof. This letter agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California applicable to contracts made and performed in such State, without regard to the conflict of laws principles thereof.

Sincerely,

"Lender"

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: \_\_\_\_\_

John P. Neher

Duly Authorized Signatory

AGREED TO AND ACCEPTED BY:

"Borrower"

PREMIER NUTRITION, INC.

"BFI"

BFI BUSINESS FINANCE

By: \_\_\_\_\_

Kerry T. Law  
Chief Financial Officer

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

"Credit Parties"

  
Christopher A. Geist

\_\_\_\_\_  
Kerry T. Law

\_\_\_\_\_  
Lance A. Rankin

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Sincerely,

“Lender”

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: \_\_\_\_\_

John P. Neher

Duly Authorized Signatory

AGREED TO AND ACCEPTED BY:

“Borrower”

PREMIER NUTRITION, INC.

By: \_\_\_\_\_

Kerry T. Law

Chief Financial Officer

“BFI”

BFI BUSINESS FINANCE

By: \_\_\_\_\_

Name: DAVID DRUGS

Title: PRESIDENT

“Credit Parties”

\_\_\_\_\_  
Christopher A. Geist

\_\_\_\_\_  
Kerry T. Law

\_\_\_\_\_  
Lance A. Rankin



Premier Nutrition, Inc.  
BFI Business Finance  
March 12, 2004  
Page 5

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Sincerely,

"Lender"

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: John P. Neher  
John P. Neher  
Duly Authorized Signatory

AGREED TO AND ACCEPTED BY:  
"Borrower"

PREMIER NUTRITION, INC.  
By: Kerry T. Law  
Kerry T. Law  
Chief Financial Officer

"BFI"  
BFI BUSINESS FINANCE  
By: DAVID DRUGS  
Name: DAVID DRUGS  
Title: PRESIDENT

"Credit Parties"

Christopher A. Geist

Kerry T. Law

Lance A. Rankin

**EXHIBIT A**  
(Calculation of Payoff Amount as of March 15, 2004)

<u>Item</u>	<u>Amount</u>
Revolving Loan Balance	\$ [REDACTED]
Accrued and Unpaid Interest on Revolving Loan	\$ [REDACTED]
Accrued and Unpaid Unused Line Fee	\$ [REDACTED]
Collection Days Charge	\$ [REDACTED]
Fees & Expenses	\$ [REDACTED]
<b>TOTAL</b>	<b>\$ [REDACTED]</b>

## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of September 28, 2000, is made by PREMIER NUTRITION, INC., a California corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender").

### RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith by and among Grantor, Lender, and the other Credit Parties signatory thereto (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. In order to induce Lender to enter into the Loan Agreement and the other Loan Documents and to induce Lender to extend the financial accommodations as provided for therein, Grantor has agreed to execute and deliver this Agreement to Lender.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Schedule A to the Loan Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or derivations of Grantor), and whether owned by or consigned by or to, or leased from or to, Grantor, and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all of Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

(c) all of Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists and other General Intangibles with respect to the foregoing; and

(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Grantor from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to Grantor from

time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of Grantor against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the Goodwill associated with any Trademark or Trademark License, (iv) any recoveries by Grantor against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Covenants Regarding Intellectual Property Collateral.

(a) Grantor shall notify Lender immediately if it knows or has reason to know (i) that any application or registration relating to any of its Licenses, Patents, Trademarks or Copyrights that are material to the operation of its business may become abandoned or dedicated, or (ii) of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any such License, Patent, Trademark or Copyright that is material to the operation of its business, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof as required in the Loan Agreement, and, upon request of Lender, Grantor shall execute and deliver any and all security documents as Lender may request to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its Patents, Trademarks and Copyrights, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless Grantor shall determine that (i) such Patent, Trademark or Copyright is not material to the conduct of its business or (ii) in its reasonable judgment, it is not desirable to Grantor's business to register such Patent, Trademark or Copyright.

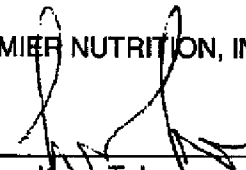
(d) In the event that any of Grantor's Intellectual Property is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property is in no way material to the conduct of its business or operations, promptly sue for, and seek recovery of any and all damages resulting from, such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property.

4. Loan Agreement. The Liens granted pursuant to this Agreement are granted in conjunction with, and restate the Liens granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Liens granted under this Agreement are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

**"Grantor"**

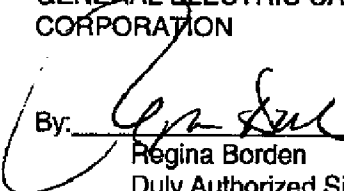
PREMIER NUTRITION, INC.

By:   
Kerry T. Law  
Chief Financial Officer

Agreed to and Acknowledged by:

**"Lender"**

GENERAL ELECTRIC CAPITAL  
CORPORATION

By:   
Regina Borden  
Duly Authorized Signatory

SCHEDULE I  
to  
PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT

**PART A**  
(Patents)

[none]

**PART B**  
(Trademarks)

<b>Grantor</b>	<b>Trademark</b>	<b>Serial/Reg. No.</b>	<b>Filing Date</b>
Premier Nutrition, Inc.	Premier Nutrition	75/824,400	10/18/99
Premier Nutrition, Inc.	Premier Protein	75/919,381	2/15/00
Premier Nutrition, Inc.	Premier Eight	75/919,383	2/15/00
Premier Nutrition, Inc.	Premier Complete	75/919,382	2/15/00
Premier Nutrition, Inc.	Catalyx	76/010,275	3/27/00
Premier Nutrition, Inc.	Premier Elite	76/010,276	3/27/00
Premier Nutrition, Inc.	Red Bullet	76/147,456	10/17/00

**PART C**  
(Copyrights)

[none]