

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|-----------------------|
| Schiff Nutrition International, Inc. | | 03/30/2012 | CORPORATION: DELAWARE |
| Airborne, Inc. | | 03/30/2012 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Royal Bank of Canada, as Administrative Agent |
| Street Address: | 20 King Street, 4th Floor |
| City: | Toronto |
| State/Country: | CANADA |
| Postal Code: | M5H 1C4 |
| Entity Type: | CORPORATION: CANADA |

PROPERTY NUMBERS Total: 66

| Property Type | Number | Word Mark |
|----------------|----------|----------------------|
| Serial Number: | 77057426 | ADVANTAGE OF 4 |
| Serial Number: | 78684589 | ARTHRITIS ADVANTAGE |
| Serial Number: | 77943991 | CLEARSENSE |
| Serial Number: | 78684579 | DERMAL ADVANTAGE |
| Serial Number: | 78690756 | DIGESTIVE ADVANTAGE |
| Serial Number: | 75937044 | ENZYMALL |
| Serial Number: | 73650768 | FI-BAR |
| Serial Number: | 78673622 | FLEXCARE |
| Serial Number: | 77826137 | GLUCOBAN |
| Serial Number: | 85007782 | GLUCOSE-BAN |
| Serial Number: | 85003349 | I.B. DEFENSE FORMULA |
| Serial Number: | 76469848 | IMMUNASSURE |
| Serial Number: | 77928840 | IMMUNE ADVANTAGE |

OP \$1665.00 77057426

| | | |
|----------------|----------|---|
| Serial Number: | 77348442 | INFINI-D |
| Serial Number: | 85238702 | INTENSIVE BOWEL SUPPORT |
| Serial Number: | 76643744 | JOINT FLUID MEGA-POTENT HYALURONIC ACID |
| Serial Number: | 75493326 | JOINT FREE |
| Serial Number: | 75006543 | KNOCK OUT |
| Serial Number: | 85068170 | KRILL FLEX |
| Serial Number: | 85003270 | LACTOSE DEFENSE FORMULA |
| Serial Number: | 76607018 | LUBRIFLEX3 |
| Serial Number: | 76608289 | LUBRIFLEX3 |
| Serial Number: | 77915347 | MAKE THE · NATURAL CHOICE · |
| Serial Number: | 77837322 | MEGA-D3 |
| Serial Number: | 77038977 | MEGARED |
| Serial Number: | 85110640 | MELATONIN ULTRA |
| Serial Number: | 76656466 | MOBILITY MAKEOVER |
| Serial Number: | 77778711 | MOVE BETTER, FEEL BETTER |
| Serial Number: | 75568753 | MOVE FREE |
| Serial Number: | 76663506 | MOVE FREE |
| Serial Number: | 76979039 | MOVE FREE |
| Serial Number: | 85542885 | MOVE FREE ULTRA |
| Serial Number: | 76616468 | PAIN FREE |
| Serial Number: | 75068828 | PAIN-FREE HP |
| Serial Number: | 75239480 | SCHIFF |
| Serial Number: | 77711195 | SCHIFF |
| Serial Number: | 76665877 | SCHIFF 70 OVER 70 YEARS OF GUARANTEED QUALITY |
| Serial Number: | 77505860 | SCHIFF 70 OVER 70 YEARS OF GUARANTEED QUALITY |
| Serial Number: | 73074941 | SELENE-E |
| Serial Number: | 85251243 | STAY STRONG |
| Serial Number: | 85251247 | STRENGTHEN UP |
| Serial Number: | 75937046 | SUPER ENZYMALL |
| Serial Number: | 77501367 | SURE DISSOLVE |
| Serial Number: | 77027065 | SUSTENEX |
| Serial Number: | 77696260 | SWEET SLUMBER |
| Serial Number: | 77457121 | THE PROLIFIC PROBIOTIC |
| Serial Number: | 77682851 | TIGER'S MILK |
| Serial Number: | 76262838 | TIGER'S MILK |

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|----------------------|----------|--|
| | 85546565 | TOTAL JOINT HEALTH |
| Serial Number: | 76607069 | UNIFLEX |
| Serial Number: | 76643743 | UNIFLEX |
| Serial Number: | 76608294 | X3 TRIPLE ACTION JOINT CARE SYSTEM |
| Serial Number: | 85577581 | NOURISHING LIFE THROUGH NATURE AND SCIENCE |
| Registration Number: | 1953427 | AIRBORNE |
| Registration Number: | 3416129 | AIRBORNE ON-THE-GO |
| Registration Number: | 3236248 | AIRBORNE FORMULA |
| Registration Number: | 3236239 | AIRBORNE GUMMI LOZENGES |
| Registration Number: | 3162319 | AIRBORNE |
| Registration Number: | 3162321 | AIRBORNE JR. |
| Registration Number: | 3236241 | AIRBORNE FORMULA |
| Registration Number: | 3410880 | AIRBORNE NIGHTTIME |
| Registration Number: | 3162312 | AIRBORNE JR. |
| Registration Number: | 3162311 | TAKE AIRBORNE |
| Registration Number: | 3366385 | AIRBORNE POWER PIXIES |
| Registration Number: | 3162310 | NEXT TIME, 'PLOP' THE AIRBORNE! |
| Serial Number: | 85550704 | |

CORRESPONDENCE DATA

Fax Number: (212)656-1342
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-318-6493
Email: daniel.cote@thomsonreuters.com
Correspondent Name: Robin Riley, Legal Assistant
Address Line 1: 75 East 55th Street
Address Line 2: Paul Hastings LLP
Address Line 4: New York, NEW YORK 10022

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Robin Riley

Signature:

/daniel cote thomsonreuters/

TRADEMARK

REEL: 004748 FRAME: 0003

04/03/2012

Total Attachments: 12

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ITEM 1 (cont'd)
to Trademarks Recordation Form Cover Sheet

Additional Conveying Parties

| <u>Entity</u> | <u>Jurisdiction of Organization</u> | <u>Type of Entity</u> | <u>Citizenship</u> |
|----------------|-------------------------------------|-----------------------|--------------------|
| Airborne, Inc. | Delaware | Corporation | USA-Delaware |
| | | | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of March 30, 2012 (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among Schiff Nutrition International, Inc. and Airborne, Inc. (collectively, the "Grantors") and Royal Bank of Canada, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of March 30, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Schiff Nutrition Group, Inc. (the "Borrower"), Schiff Nutrition International, Inc. ("Holdings"), the lenders from time to time party thereto (the "Lenders"), the Swingline Lender, the Issuing Banks, and the Administrative Agent and (b) the Collateral Agreement dated as of March 30, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, Holdings, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors are Affiliates of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of each such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the "Trademark Collateral"). The Grantors authorize and request that the Commissioner for Trademarks record this Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative

Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

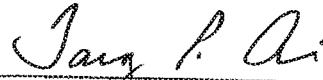
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SCHIFF NUTRITION INTERNATIONAL, INC.

By:



Name: Tarang P. Amin

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
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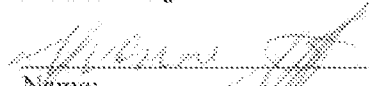
AIRBORNE, INC.

By: Tarang P. Amin
Name: Tarang P. Amin
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
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ROYAL BANK OF CANADA,
as Administrative Agent



By: 
Name: _____
Title: Yvonne Brazier
Manager, Agency



Schedule I to Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

| <u>OWNER</u> | <u>TRADEMARK</u> | <u>APPLICATION NUMBER</u> | <u>REGISTRATION NUMBER</u> | <u>REGISTRATION DATE</u> |
|--------------------------------------|-------------------------|----------------------------------|-----------------------------------|---------------------------------|
| Schiff Nutrition International, Inc. | ADVANTAGE OF 4 | 77/057,426 | 3,432,038 | 05/20/2008 |
| Schiff Nutrition International, Inc. | ARTHRITIS ADVANTAGE | 78/684,589 | 3,173,561 | 11/21/2006 |
| Schiff Nutrition International, Inc. | CLEARSENSE | 77/943,991 | | |
| Schiff Nutrition International, Inc. | DERMAL ADVANTAGE | 78/684,579 | 3,170,953 | 11/14/2006 |
| Schiff Nutrition International, Inc. | DIGESTIVE ADVANTAGE | 78/690,756 | 3,126,420 | 08/08/2006 |
| Schiff Nutrition International, Inc. | ENZYMALL | 75/937,044 | 2,551,747 | 03/26/2022 |
| Schiff Nutrition International, Inc. | FI-BAR | 73/650,768 | 1,469,926 | 12/22/1987 |
| Schiff Nutrition International, Inc. | FLEXCARE | 78/673,622 | 3,635,376 | 06/09/2009 |
| Schiff Nutrition International, Inc. | GLUCOBAN | 77/826,137 | | |
| Schiff Nutrition International, Inc. | GLUCOSE-BAN | 85/007,782 | 4,057,079 | 11/15/2011 |
| Schiff Nutrition International, Inc. | I.B. DEFENSE FORMULA | 85/003,349 | | |
| Schiff Nutrition International, Inc. | IMMUNASSURE | 76/469,848 | 2,811,575 | 02/03/2004 |
| Schiff Nutrition International, Inc. | IMMUNE ADVANTAGE | 77/928,840 | 3,918,794 | 02/15/2011 |
| Schiff Nutrition International, Inc. | INFINI-D | 77/348,442 | 3,632,376 | 06/02/2009 |
| Schiff Nutrition International, Inc. | INTENSIVE BOWEL SUPPORT | 85/238,702 | | |

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|--------------------------------------|--|------------|-----------|------------|
| Schiff Nutrition International, Inc. | JOINT FLUID MEGA-  | 76/643,744 | 3,275,900 | 08/07/2007 |
| Schiff Nutrition International, Inc. | JOINT FREE | 75/493,326 | 2,756,441 | 08/26/2003 |
| Schiff Nutrition International, Inc. | KNOCK OUT | 75/006,543 | 2,080,045 | 07/15/1997 |
| Schiff Nutrition International, Inc. | KRILL FLEX | 85/068,170 | | |
| Schiff Nutrition International, Inc. | LACTOSE DEFENSE FORMULA | 85/003,270 | | |
| Schiff Nutrition International, Inc. | LUBRIFLEX3 | 76/607,018 | 3,033,689 | 12/27/2005 |
| Schiff Nutrition International, Inc. |  LUBRIFLEX3 (Stylized) | 76/608,289 | 3,209,491 | 02/13/2007 |
| Schiff Nutrition International, Inc. | MAKE THE NATURAL CHOICE (Stylized)  | 77/915,347 | 3,814,503 | 07/06/2010 |
| Schiff Nutrition International, Inc. | MEGA-D3 | 77/837,322 | 3,9821,44 | 06/21/2011 |
| Schiff Nutrition International, Inc. | MEGARED | 77/038,977 | 3,489,293 | 08/19/2008 |
| Schiff Nutrition International, Inc. | MELATONIN ULTRA | 85/110,640 | | |
| Schiff Nutrition International, Inc. | MOBILITY MAKEOVER | 76/656,466 | | |
| Schiff Nutrition International, Inc. | MOVE BETTER, FEEL BETTER | 77/778,711 | 3,742,462 | 01/26/2010 |
| Schiff Nutrition International, Inc. | MOVE FREE | 75/568,753 | 2,412,935 | 12/12/2000 |
| Schiff Nutrition International, Inc. | MOVE FREE | 76/663,506 | 3,822,199 | 07/20/2010 |
| Schiff Nutrition International, Inc. | MOVE FREE | 76/979,039 | 3,744,987 | 02/02/2010 |
| Schiff Nutrition International, Inc. | MOVE FREE ULTRA | 85/542,885 | | |
| Schiff Nutrition International, Inc. | PAIN FREE | 76/616,468 | 3,275,783 | 08/07/2007 |

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| Schiff Nutrition International, Inc. | PAIN-FREE HP | 75/068,828 | 2,299,138 | 12/14/1999 |
| Schiff Nutrition International, Inc. | SCHIFF | 75/239,480 | 2,225,004 | 02/23/1999 |
| Schiff Nutrition International, Inc. | SCHIFF | 77/711,195 | 3,708,271 | 11/10/2009 |
| Schiff Nutrition International, Inc. |  SCHIFF 70 OVER 70 YEARS OF GUARANTEED | 76/665,877 | 3,468,466 | 07/15/2008 |
| Schiff Nutrition International, Inc. |  SCHIFF 70 OVER 70 YEARS OF GUARANTEED | 77/505,860 | 3,781,901 | 04/27/2010 |
| Schiff Nutrition International, Inc. | SELENE-E | 73/074,941 | 1,054,621 | 12/21/1976 |
| Schiff Nutrition International, Inc. | STAY STRONG | 85/251,243 | | |
| Schiff Nutrition International, Inc. | STRENGTHEN UP | 85/251,247 | | |
| Schiff Nutrition International, Inc. | SUPER ENZYMALL | 75/937,046 | 2,551,748 | 03/26/2002 |
| Schiff Nutrition International, Inc. | SURE DISSOLVE and  Design | 77/501,367 | 3,618,588 | 05/12/2009 |
| Schiff Nutrition International, Inc. | SUSTENEX | 77/027,065 | 3,412,151 | 04/15/2008 |
| Schiff Nutrition International, Inc. | SWEET SLUMBER | 77/696,260 | 3,776,094 | 04/13/2010 |
| Schiff Nutrition International, Inc. | THE PROLIFIC PROBIOTIC | 77/457,121 | 3,758,318 | 03/09/2010 |
| Schiff Nutrition International, Inc. | TIGER'S MILK | 77/682,851 | 3,717,905 | 12/01/2009 |
| Schiff Nutrition International, Inc. |  | 76/262,838 | 2,945,443 | 05/03/2005 |
| Schiff Nutrition International, Inc. | TOTAL JOINT HEALTH | 85/546,565 | | |
| Schiff Nutrition International, Inc. | UNIFLEX | 76/607,069 | 3,043,818 | 01/17/2006 |

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| Schiff Nutrition International, Inc. |  UNIFLEX and Design | 76/643,743 | 3,296,016 | 09/25/2007 |
| Schiff Nutrition International, Inc. |  X3 TRIPLE ACTION | 76/608,294 | 3,022,646 | 12/06/2005 |
| Schiff Nutrition International, Inc. | NOURISHING LIFE THROUGH NATURE AND SCIENCE | 85577581 | | |
| Schiff Nutrition International, Inc. ¹ | THE PROLIFIC PROBIOTIC | 77457121 | 3,758,318 | |
| Airborne, Inc. | AIRBORNE | | 1,953,427 | |
| Airborne, Inc. | AIRBORNE ON-THE- GO | | 3,416,129 | |
| Airborne, Inc. | AIRBORNE FORMULA & Design | | 3,236,248 | |
| Airborne, Inc. | AIRBORNE GUMMI LOZENGES | | 3,236,239 | |
| Airborne, Inc. | AIRBORNE stylized | | 3,162,319 | |
| Airborne, Inc. | AIRBORNE JR. stylized | | 3,162,321 | |
| Airborne, Inc. | AIRBORNE FORMULA | | 3,236,241 | |
| Airborne, Inc. | AIRBORNE NIGHTTIME | | 3,410,880 | |
| Airborne, Inc. | AIRBORNE JR. | | 3,162,312 | |

¹ Current record owner is Ganeden Biotech, Inc. but working to assign trademark to Holdings.

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|----------------|------------------------------------|----------|-----------|--|
| Airborne, Inc. | TAKE AIRBORNE | | 3,162,311 | |
| Airborne, Inc. | AIRBORNE POWER PIXIES | | 3,366,385 | |
| Airborne, Inc. | NEXT TIME, 'PLOP' THE AIRBORNE! | | 3,162,310 | |
| Airborne, Inc. | Airborne Guy (character) | 85550704 | | |