

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CORNERSTONE RESEARCH & DEVELOPMENT, INC.		04/09/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Financing, Inc. (as lender) (Delaware Corporation)
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION: DELAWARE

Name:	Bank of Montreal (Issuer) (Canadian Chartered Bank)
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2840533	CORNERSTONE NUTRITIONAL LABS
Registration Number:	2925260	COCOGEN
Serial Number:	85372888	BUILDING BETTER NUTRITION
Serial Number:	85372882	CORNERSTONE

CORRESPONDENCE DATA

Fax Number: (202)739-3001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

via US Mail.

Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Senior Paralegal
Address Line 1: 1111 Pennsylvania Ave., N.W.
Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	052735-0209
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	04/12/2012

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 9, 2012, is made by the entity listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of BMO Harris Financing, Inc. as lender (the "Lender") and Bank of Montreal, as issuer of letters of credit (the "Issuer", and together with the Lender, the "Secured Party").

RECITALS

A. Pursuant to that certain Loan Authorization Agreement, and the Letter of Credit Rider attached thereto, each dated April 9, 2012, (as the same may be amended, supplemented, and restated or otherwise modified from time to time, the "Loan Agreement"), by and among the Cornerstone Nutrition Holdings, Inc., a Delaware corporation ("Borrower") and the Secured Party, the Secured Party has agreed to make certain financial accommodations to Borrower upon the terms and subject to the conditions set forth therein.

B. Grantor has agreed, pursuant to a Guaranty of even date herewith in favor of Secured Party (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), to guarantee the Loans of Borrower.

C. Pursuant to that certain Pledge and Security Agreement, of even date herewith (the "Pledge and Security Agreement"), Grantor has granted to Secured Party a lien upon all the present and future rights, title, and interest that Grantor may now have or hereafter acquire in all Patents, Trademarks, Copyrights, Patent Licenses, Trademark Licenses, Copyright Licenses, and applications for Patents, Trademarks and Copyrights.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to continue to make financial accommodations under the Loan Agreement, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Secured Party, and grants to the Secured Party, a Lien on all of its right, title and interest in, to and under the following collateral of such Grantor (the "Intellectual Property Collateral"):

(a) all of its Copyrights and all Licenses providing for grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions thereof;

(b) all of its Patents and all Licenses providing for grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto, together with all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect thereto, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

(c) all of its Trademarks and all Licenses providing for grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals and extensions thereof, and all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in

equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The lien granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the lien granted to Secured Party pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the lien in the Intellectual Property Collateral made and granted hereby are more fully set forth in the lien granted pursuant to the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral and Licenses subject to a lien hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

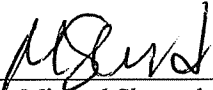
Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be effective as of the date first set forth above.

Grantor:

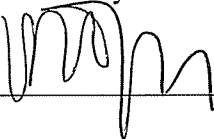
CORNERSTONE RESEARCH & DEVELOPMENT, INC.

By: 
Name: Michael Shepard
Title: Vice President

STATE OF CALIFORNIA }
 } ss:
COUNTY OF LOS ANGELES }

Before me, the undersigned, a Notary Public of the State of California, personally appeared Michael Shepard, having been sworn by me according to law did depose and say he was the Vice President of Cornerstone Research & Development, Inc. (the "Grantor") and did acknowledge the execution of the foregoing Intellectual Property Security Agreement on behalf of said Grantor.

I HEREBY SET my hand and notarial seal this 29th day of March, 2012.


Notary



ACCEPTED AND AGREED
as of the date first above written:

Secured Party:

BMO HARRIS FINANCING, INC.

BANK OF MONTREAL

By: Denise Sills
Name: DENISE SIDW
Title: Director

By: Denise Sills
Name: DENISE SIDW
Title: Director

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Registrations

TRADEMARKS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date/(Filing Date)</u>
Cornerstone Nutritional Labs	United States	2840533	May 11, 2004
Cornerstone Nutritional Labs	Community Trademarks	1814672	January 18, 2002
COCOGEN	United States	2925260	February 8, 2005
CORNERSTONE	United States	85372882	July 15, 2011
BUILDING BETTER NUTRITION	United States	85372888	July 15, 2011