

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
Good Health Natural Products, Inc.		03/29/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Certusbank, N.A.
Street Address:	935 South Main Street, Suite 300
City:	Greenville
State/Country:	SOUTH CAROLINA
Postal Code:	29601
Entity Type:	: SOUTH CAROLINA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3204696	SOLEA
Registration Number:	3222674	WHY SETTLE FOR THE ORDINARY WHEN YOU CAN EXPERIENCE THE EXTRAORDINARY?
Registration Number:	3222658	WHY SETTLE FOR THE ORDINARY WHEN YOU CAN EXPERIENCE THE EXTRAORDINARY?
Registration Number:	3086256	VEGGIE PARTY
Registration Number:	2988184	CARB BE GONE
Registration Number:	2903184	VEGGIE STIX
Registration Number:	3731446	SOUTH OF FRANCE
Registration Number:	3829390	GLORIES
Registration Number:	3670690	HUMBLES
Registration Number:	2729656	BISTRO CHIPS
Registration Number:	2252045	SOUTH OF FRANCE
Registration Number:	2143742	VEGGIE STIX
Registration Number:	2450380	GOOD HEALTH

CH \$415.00 3204696

Registration Number:	2917542	X OUT THE CARBS
Registration Number:	2982916	CARB X
Registration Number:	2988183	ENERGYWELL NATURAL FOODS

**CORRESPONDENCE DATA**

Fax Number: (212)541-4630  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-541-2000  
 Email: nyuspto@bryancave.com  
 Correspondent Name: Patricia L. Werner/Bryan Cave LLP  
 Address Line 1: 1290 Avenue of the Americas  
 Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER:	0334498/GOODHEALTHSECURAG
NAME OF SUBMITTER:	Patricia L. Werner
Signature:	/patricialwerner/
Date:	04/05/2012

Total Attachments: 9  
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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (the "Agreement"), dated as of March 29, 2012, is made by and between GOOD HEALTH NATURAL PRODUCTS, INC., a Delaware corporation having a business location at the address set forth below next to its signature (the "Company"), and CERTUSBANK, N.A. ("CertusBank"), and having a business location at the address set forth below next to its signature.

Recitals

A. Company and CertusBank are parties to a Loan Agreement (as amended, supplemented or restated from time to time, the "Loan Agreement") dated the same date as this Agreement, setting forth the terms on which CertusBank may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, CertusBank has required the execution and delivery of this Agreement by Company.

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

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of 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 A.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants CertusBank a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement and the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Trademarks.** Exhibit A accurately lists all registered Trademarks and pending Trademark applications owned or controlled by Company as of the date hereof and accurately reflects the existence and status of the registered Trademarks and all pending Trademark applications as of the date hereof; provided, however, that Exhibit A does not list common law marks (i.e., Trademarks for which there are no applications or registrations). If after the date hereof, Company owns or controls any registered Trademarks or pending Trademark applications not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to CertusBank with a replacement Exhibit A, which upon acceptance by CertusBank shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify CertusBank of such item(s) and cause such Affiliate to execute and deliver to CertusBank a trademark security agreement substantially in the form of this Agreement.

(d) **Title.** Company, to its knowledge, has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Company will keep all Trademarks in Exhibit A free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Loan Agreement or the Security Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Trademarks in Exhibit A, or any interest therein, without CertusBank's prior written consent.

(f) **Defense.** Company will at its own expense, to the extent Company deems it to be commercially reasonable, and using commercially reasonable efforts, protect and defend the Trademarks in Exhibit A against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** Company will at its own expense maintain the Trademarks in Exhibit A to the extent reasonably advisable in its business including,

but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor.

(h) **CertusBank's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after CertusBank gives Company written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies CertusBank that it intends to abandon a Trademark, CertusBank may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at CertusBank's option, in CertusBank's own name) and may (but need not) take any and all other actions which CertusBank may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay CertusBank on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by CertusBank in connection with or as a result of CertusBank's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by CertusBank at the Default Rate.

(j) **Power of Attorney.** To facilitate CertusBank's taking action under subsection (h) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) CertusBank, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for CertusBank, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Indebtedness.

4. Debtor's Use of the Trademarks. Company shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling

items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it and such failure has a material adverse affect on the Trademarks in Exhibit A; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, CertusBank may, at its option, take any or all of the following actions:

(a) CertusBank may exercise any or all remedies available under the Loan Agreement and/or the Security Agreement.

(b) CertusBank may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) CertusBank may enforce the Trademarks and any licenses thereunder, and if CertusBank shall commence any suit for such enforcement, Company shall, at the request of CertusBank, do any and all lawful acts and execute any and all proper documents required by CertusBank in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by CertusBank and, in the case of any amendments and modifications, by Company. A waiver signed by CertusBank shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of CertusBank's rights or remedies. All rights and remedies of CertusBank shall be cumulative and may be exercised singularly or concurrently, at CertusBank's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. CertusBank shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and CertusBank and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to CertusBank, and Company waives notice of CertusBank's acceptance hereof. CertusBank may execute this Agreement if appropriate for the purpose of filing, but the failure of CertusBank to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed

by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of North Carolina without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

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

Good Health Natural Products, Inc.  
3400 West Wendover Avenue, Suite E  
Greensboro, NC 27407

**GOOD HEALTH NATURAL PRODUCTS,  
INC.**

By: Mark Gillis  
Name: Mark Gillis  
Title: CEO

STATE OF North Carolina )

COUNTY OF Guilford )

The foregoing instrument was acknowledged before me this 28<sup>TH</sup> day of March, 2012, by Mark Gillis, the CEO of Good Health Natural Products, Inc., a Delaware corporation, on behalf of the corporation.

Jan B. Lockman  
Notary Public

My Commission Expires: December 16<sup>TH</sup>, 2014



CertusBank, N.A.  
935 South Main Street, Suite 300  
Greenville, South Carolina 29601  
Facsimile: (864) 437-0560  
E-mail: [Davidbeard@certusbank.com](mailto:Davidbeard@certusbank.com)  
Attn: David L. Beard

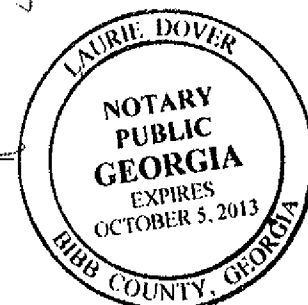
CERTUSBANK, N.A.

By: *Michael J. McManan*  
Name: MICHAEL J. McMANAN  
Title: EVP

STATE OF Georgia )  
 )  
COUNTY OF Rich )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of March, 2012, by Laurie Dover, a employee of CertusBank, N.A., on behalf of the corporation.

*Laurie Dover*  
Notary Public



[Signature Page to Trademark Security Agreement]

EXHIBIT A  
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

	<b>OWNER</b>	<b>TRADEMARK (Work Mark)</b>	<b>REGISTRATION #</b>	<b>SERIAL #</b>	<b>FILED/ REGISTERED DATE</b>	<b>STATUS</b>
1.	Good Health Natural Products, Inc.	SOLEA	3204696	78977740	01/22/2004 01/30/2007	ACTIVE
2.	Good Health Natural Products, Inc.	WHY SETTLE FOR THE ORDINARY WHEN YOU CAN EXPERIENCE THE EXTRAORDINARY?	3222674	78893846	05/26/2006 03/27/2007	ACTIVE
3.	Good Health Natural Products, Inc.	WHY SETTLE FOR THE ORDINARY WHEN YOU CAN EXPERIENCE THE EXTRAORDINARY?	3222658	78893449	05/25/2006 03/27/2007	ACTIVE
4.	Good Health Natural Products, Inc.	VEGGIE PARTY	3086256	78357834	01/26/2004 04/25/2006	INACTIVE AS OF APRIL 25, 2012
5.	Good Health Natural Products, Inc.	CARB BE GONE	2988184	78333762	11/26/2003 08/23/2005	INACTIVE
6.	Good Health Natural Products, Inc.	VEGGIE STIX	2903184	78234339	04/05/2003 11/16/2004	ACTIVE
7.	Good Health Natural Products, Inc.	SOUTH OF FRANCE	3731446	77794083	07/31/2009 12/29/2009	ACTIVE
8.	Good Health Natural Products, Inc.	GLORIES	3829390	77752672	06/04/2009 08/03/2010	ACTIVE
9.	Good Health Natural Products, Inc.	HUMBLES	3670690	77542384	08/08/2008 08/18/2009	ACTIVE

	OWNER	TRADEMARK (Work Mark)	REGISTRATION #	SERIAL #	FILED/ REGISTERED DATE	STATUS
10.	Good Health Natural Products, Inc.	BISTRO CHIPS	2729656	76000984	03/15/2000 06/24/2003	ACTIVE
11.	Good Health Natural Products, Inc.	SOUTH OF FRANCE	2252045	75978262	08/15/1995 06/08/1999	ACTIVE
12.	Good Health Natural Products, Inc.	VEGGIE STIX	2143742	75243345	02/18/1997 03/10/1998	ACTIVE
13.	Good Health Natural Products, Inc.	GOOD HEALTH	2450380	75195451	11/12/1996 05/15/2001	ACTIVE
14.	Good Health Natural Products, Inc.	X OUT THE CARBS	2917542	78355359	01/21/2004 01/11/2005	INACTIVE
15.	Good Health Natural Products, Inc.	CARB X	2982916	78317749	10/23/2003 08/09/2005	INACTIVE
16.	Good Health Natural Products, Inc.	ENERGYWELL NATURAL FOODS	2988183	78333748	11/26/2003 08/23/2005	INACTIVE

APPLICATIONS

None.

COLLECTIVE MEMBERSHIP MARKS

None.