

## 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
NEW VITALITY TRANSACTION HOLDINGS, INC.		05/07/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, as Administrative Agent		
Street Address:	222 S. Riverside Plaza		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4102216	QUIET ASSURE	
Registration Number:	4102211	TESTO CHARGE	
Serial Number:	85366443	DIGEST INSURE	
Serial Number:	85491240	DIAMOXINOL	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6741.002		

OP \$115.00 4102216

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/08/2012
<b>Total Attachments: 5</b> source=New Vitality Holdings Trademark Security Agreement#page1.tif source=New Vitality Holdings Trademark Security Agreement#page2.tif source=New Vitality Holdings Trademark Security Agreement#page3.tif source=New Vitality Holdings Trademark Security Agreement#page4.tif source=New Vitality Holdings Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 7th day of May, 2012, by NEW VITALITY TRANSACTION HOLDINGS, INC. a Delaware corporation ("Grantor"), in favor of FIFTH THIRD BANK, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### WITNESSETH

WHEREAS, NAC Marketing Company, LLC, Grantee and Lenders are parties to a certain Credit Agreement dated as of March 31, 2010 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to a certain Guaranty dated as of March 31, 2010, by Grantor in favor of Grantee (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Guaranty"), Grantor has agreed to guarantee all of the Obligations; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of March 31, 2010 among Grantor, certain other debtors from time to time party thereto, and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), including the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof to secure the payment and performance of its Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Without limiting any terms or conditions set forth in this Agreement, Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations and the obligations of Grantor pursuant to the Guaranty, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security

interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark set forth on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

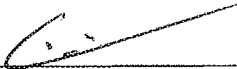
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Lenders and their respective successors and assigns. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office. To the extent of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**NEW VITALITY TRANSACTION HOLDINGS,  
INC., a Delaware corporation**

By   
Its \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**FIFTH THIRD BANK,**  
as Administrative Agent

By

Its



VICE PRESIDENT

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
QUIET ASSURE	4102216	02/21/2012
TESTO CHARGE	4102211	02/21/2012

**Trademark Applications**

<b>Trademark</b>	<b>Serial No.</b>	<b>File Date</b>
DIGEST INSURE	85366443	07/07/2011
DIAMOXINOL	85491240	12/05/2011