

## 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
QUEST NUTRITION, LLC		06/06/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MONTAGE CAPITAL II, L.P.		
Street Address:	19925 Stevens Creek Blvd.		
Internal Address:	Suite 100		
City:	Cupertino		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3703003	QUEST NUTRITION	
Registration Number:	3703004	QUEST BAR	
Serial Number:	85602813	QUEST NUTRITION	
Serial Number:	85602796	QUEST	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		

CH \$115.00 3703003

ATTORNEY DOCKET NUMBER:	306316-141 QUEST
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	06/06/2012
Total Attachments: 6 source=Quest Nutrition signed IPSA#page1.tif source=Quest Nutrition signed IPSA#page2.tif source=Quest Nutrition signed IPSA#page3.tif source=Quest Nutrition signed IPSA#page4.tif source=Quest Nutrition signed IPSA#page5.tif source=Quest Nutrition signed IPSA#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 6, 2012 by and between Montage Capital II, L.P., a Delaware limited partnership ("Lender"), and Quest Nutrition, LLC, a California limited liability company ("Borrower").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

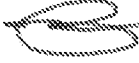
[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**BORROWER:**

Address of Borrower:  
7723 Somerset Blvd  
Paramount, CA 90723

Quest Nutrition, LLC

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

Name: Mike Osborn

Title: CFO

**LENDER:**

Address of Lender:  
19925 Stevens Creek Blvd., Suite 100  
Cupertino, CA 95014

Montage Capital II, L.P.,

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

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

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

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:  
7723 Somerset Blvd  
Paramount, CA 90723

**BORROWER:**

Quest Nutrition, LLC

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

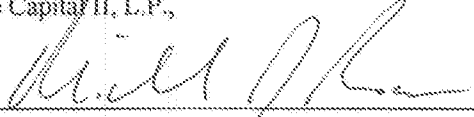
Name: \_\_\_\_\_

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

**LENDER:**

Address of Lender:  
19925 Stevens Creek Blvd., Suite 100  
Cupertino, CA 95014

Montage Capital II, L.P.,

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

Name: MICHAEL J. CASE \_\_\_\_\_

Title: MANAGING DIRECTOR \_\_\_\_\_

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

SCHEDULE B

Patents

Description	Patent /Application Number	Issue /Application Date
Reduced carbohydrate preservative treatment for processed foods	12/651,414	
Increased dietary fiber method and treatment for processed foods	13/083,542	

SCHEDULE C

Trademarks

Description	Registration/Serial Number	Registration/Application Date
Quest Nutrition	3,703,003	10/27/09
Quest Bar	3,703,004	10/27/09
Quest Nutrition	85/602,813	04/19/12
Quest	85/602,796	04/19/12