

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International IP Holdings, LLC		08/02/2012	Michigan Limited Liability Company: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, NA, as Notes Collateral Agent		
Street Address:	MAC N9311-110, 625 Marquette Avenue		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55479		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4004225	5-HOUR ENERGY	
Registration Number:	3003077	5 HOUR ENERGY	
Registration Number:	3902207	5-HOUR ENERGY	
Registration Number:	3876771		
Registration Number:	3876785	5-HOUR ENERGY	
Registration Number:	3698044		
Registration Number:	4134079	ENERGY HOUR 5	
Registration Number:	3956068	2:30 FEELING	
Registration Number:	4116951	5-HOUR ENERGY EXTRA STRENGTH	
Registration Number:	3940929		
Registration Number:	4120360	ENERGY HOUR 5	
Registration Number:	3940946		
Registration Number:	4120361	ENERGY HOUR 5	
Registration Number:	3940928		

TRADEMARK

Registration Number:	4104670	5-HOUR ENERGY
Registration Number:	4144236	FIXES TIRED FAST
Serial Number:	85319463	
Serial Number:	85319501	
Serial Number:	85637294	HOURS OF ENERGY NOW

CORRESPONDENCE DATA

Fax Number:

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

Email: daniel.cote@thomsonreuters.com

Correspondent Name: Jennifer Riehl, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Jennifer Riehl, Legal Assistant
Signature:	/daniel cote thomsonreuters/
Date:	08/07/2012

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

International IP Holdings, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Michigan Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 2, 2012

- Assignment
- Security Agreement
- Other Trademark Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo, NA, as Notes Collateral Agent

Street Address: MAC N9311-110, 625 Marquette Avenue

City: Minneapolis

State: MN

Country: USA Zip: 55479

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Nat'l Assoc. Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

85/319463

B. Trademark Registration No.(s)

4,004,225

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jennifer Riehl, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3788

Docket Number: _____

Email Address: jriehl@cahill.com

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

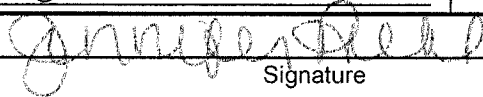
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Jennifer Riehl

Name of Person Signing

August 2, 2012

Date

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of August 2, 2012, is among INTERNATIONAL IP HOLDINGS, LLC, a Michigan limited liability company (together with its successors and permitted assigns, the “**Assignor**”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, with an office at MAC N9311-110, 625 Marquette Avenue, Minneapolis, MN 55479, as Notes Collateral Agent for the Secured Parties (as that term is defined in the Security Agreement referenced below) (together with its successors and assigns in such capacity, “**Assignee**”) and is made pursuant to the Security Agreement dated as of the date hereof, by and among Innovation Ventures, LLC (the “**Company**”), Innovation Ventures Finance Corp. (the “**Co-Issuer**” and, together with the Company, the “**Issuers**”), Assignor, each of the other guarantors from time to time party thereto and Assignee (the “**Security Agreement**”).

WHEREAS, Assignor is the owner of certain registered trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, designs, domain names and other source or business identifiers including, without limitation, those listed on Exhibit 1 hereto, together with pending applications and/or registrations therefor, all registrations and recordings thereof, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, or otherwise, all rights to obtain any reissues, renewals or extensions of the foregoing, all common law rights related thereto, the goodwill associated therewith, all licenses for any of the foregoing, and all causes of action arising prior to or after the date hereof for infringement, dilution, misappropriation, violation and unfair competition of or regarding the same (collectively, the “**Marks**”); and

WHEREAS, the Issuers, Assignor, each of the other guarantors from time to time party thereto, Assignee and Wells Fargo Bank, National Association, as Trustee, entered into that

certain Indenture dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the “**Indenture**”), pursuant to which Issuers are issuing \$450,000,000 aggregate principal of 9½% Senior Secured Notes due 2019 (together with any additional notes issued under the Indenture, the “**Notes**”); and

WHEREAS, one of the conditions to the issuance of the Notes is that payment of the Secured Obligations (as defined in the Security Agreement) shall be secured by, among other things, a security interest in favor of the Assignee, for the benefit of the Secured Parties, in the Marks now existing and hereafter adopted or acquired, and all proceeds thereof and Assignor is willing to grant to the Assignee, for the benefit of the Secured Parties, a security interest in the Marks, including without limitation, the Marks now existing and hereafter adopted or acquired, and all proceeds thereof and all other related claims and rights as more fully described in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks now existing and hereafter adopted or acquired and all proceeds thereof and give notice of such security interest and the existence of the Security Agreement providing therefor.

Upon entry into the Intercreditor Agreement, notwithstanding anything herein to the contrary, the lien and security interest granted to the Assignee pursuant to this Agreement and the exercise of any right or remedy by the Assignee hereunder shall be subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Page Follows]

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

Assignor:

INTERNATIONAL IP HOLDINGS, LLC


By: _____

Name: Manoj Bhargava

Title: Manager

Assignee:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, in its capacity as Notes Collateral
Agent

By:  _____

Name: Richard Prokosch

Title: Vice President,
Corporate Trust Services

[Signature Page of Trademark Security Agreement]

EXHIBIT 1**UNITED STATES TRADEMARKS:**

Registrations: (all owned by International IP Holdings, LLC)

Trademark/Title	Serial No.	Reg. No.	Registered/Pending
5-HOUR ENERGY	77/522,602	4004225	Registered
5 HOUR ENERGY	78/434,496	3,003,077	Registered
5-HOUR ENERGY	85/007006	3902207	Registered
RUNNING MAN design (miscellaneous design)	85/007217	3876771	Registered
5-HOUR ENERGY and design	85/007326	3876785	Registered
RUNNING MAN design (miscellaneous design)	77/643,731	3,698,044	Registered
ENERGY HOUR 5	85255911	4134079	Registered
2:30 FEELING	85/085504	3956068	Registered
LABEL (EXTRA STRENGTH W/ "5-HOUR ENERGY")	85132099	4116951	Registered
LABEL (STANDARD LABEL W/O "5-HOUR ENERGY") color claimed (miscellaneous design)	85125017	3,940,929	Registered
ENERGY HOUR 5 and design	85132321	4120360	Registered
LABEL (DECAF W/O "5-HOUR ENERGY") (miscellaneous design)	85131851	3940946	Registered
ENERGY HOUR 5 and design	85132391	4120361	Registered
LABEL (Standard w/o "5-HOUR ENERGY") black & white (miscellaneous design)	85124847	3940928	Registered
5 HOUR ENERGY (stylized and/or with design, mark)	85/317129	4104670	Registered
BOTTLE DESIGN (standard color) (miscellaneous design)	85/319463		Pending
BOTTLE DESIGN (Decaf. Color) (miscellaneous design)	85/319501		Pending
FIXES TIRED FAST	85/353246	4144236	Registered
HOURS OF ENERGY NOW	85637294		Pending