

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
TRUE SCIENCE HOLDINGS, LLC		12/27/2012	LIMITED LIABILITY COMPANY: IDAHO
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	221 S. Figueroa Street, Suite 210		
Internal Address:	LM-CA-F2AB		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90012		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85073135	TRUE SCIENCE	
Serial Number:	85073172	TRUE SCIENCE	
Serial Number:	85408313	TRUE SCIENCE	
Serial Number:	85408339	TRUE SCIENCE	
Serial Number:	85357865	TWO HEALTHY KIDS, YOURS AND THEIRS	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Jason S. Howell of Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		

OP \$140.00 85073135

ATTORNEY DOCKET NUMBER:	12187-7013
NAME OF SUBMITTER:	Jason S. Howell
Signature:	/Jason S. Howell/
Date:	12/27/2012
Total Attachments: 4 source=TRUESCIENCEHOLDINGSLLC_SecurityAgreement#page1.tif source=TRUESCIENCEHOLDINGSLLC_SecurityAgreement#page2.tif source=TRUESCIENCEHOLDINGSLLC_SecurityAgreement#page3.tif source=TRUESCIENCEHOLDINGSLLC_SecurityAgreement#page4.tif	

**NOTICE OF GRANT OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL
(TRADEMARK RIGHTS)**

This Notice of Grant of Security Interest in Intellectual Property (this "Notice") dated as of December 27, 2012, is given by TRUE SCIENCE HOLDINGS, LLC, an Idaho limited liability company ("Obligor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as administrative agent (in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement of even date herewith among Obligor, certain other credit parties thereto, the lenders party thereto ("Lenders") and Agent, as agent for the Lenders (together with all amendments, supplements, exhibits and modifications thereto, the "Financing Agreement"), Lenders have agreed to extend certain credit to Obligor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Financing Agreement, Obligor executed and delivered that certain Security Agreement of even date herewith in favor of Agent (together with all amendments, supplements, exhibits and modifications thereto, the "Security Agreement"), pursuant to which Obligor pledged and granted to Agent, for the benefit of the Lenders, a continuing security interest in all Trademarks (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to extend credit to Obligor pursuant to the Financing Agreement, Obligor agrees, for the benefit of Agent and Lenders as follows:

1. Definitions

Unless otherwise defined herein or the context otherwise requires, terms used in this Notice, including its preamble and recitals, have the meanings provided in the Financing Agreement and the Security Agreement.

2. Grant of Security Interest

Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys the Trademarks (including, without limitation, those items listed on Schedule A attached hereto) to Agent, for the benefit of Lenders, to secure payment, performance and observance of the Secured Obligations.

3. Purpose

This Notice has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The

security interest granted hereby has been granted to Agent, for the benefit of the Lenders, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement and the Financing Agreement (and all rights and remedies of Agent and Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment

Obligor does hereby further acknowledge and affirm that the rights and remedies of Agent and Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Financing Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

The undersigned Grantor hereby acknowledges and agrees that the security interest in the foregoing trademark and trademark applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

TRUE SCIENCE HOLDINGS, LLC, an Idaho
limited liability company

By: 

Name: McCord Christensen

Title: Chief Executive Officer

[SIGNATURE PAGE TO NOTICE OF GRANT OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL]

TRADEMARK
REEL: 004929 FRAME: 0921

Schedule A

Country	Trademarks	Class	USPTO Serial #	SOU Date	Owner
USA	True Science	31	85073135	2/1/2012	TRUE SCIENCE HOLDINGS, LLC
USA	True Science	5	85073172	2/2/2012	TRUE SCIENCE HOLDINGS, LLC
USA	True Science	5	85408313	4/23/2013	TRUE SCIENCE HOLDINGS, LLC
USA	True Science	35	85408339	5/1/2013	TRUE SCIENCE HOLDINGS, LLC
USA	Two Healthy Kids,	36	85357865		TRUE SCIENCE HOLDINGS, LLC