

## 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
Viactiv Holdings LLC		12/19/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	McNeil Nutritionals, LLC		
Street Address:	601 Office Drive		
City:	Fort Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2248302	VIACTIV	
Registration Number:	2465643	VIACTIV V	
Registration Number:	2531197	ACTIVE NUTRITION FOR WOMEN BY WOMEN	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-951-7000		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Andrea Giannattasio, Ropes & Gray LLP		
Address Line 1:	800 Boylston Street		
Address Line 2:	Prudential Tower		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	3931-668		

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NAME OF SUBMITTER:	Andrea Giannattasio
Signature:	/Andrea Giannattasio/
Date:	01/10/2013
<b>Total Attachments: 5</b> source=Short Form Trademark Security Agreement#page1.tif source=Short Form Trademark Security Agreement#page2.tif source=Short Form Trademark Security Agreement#page3.tif source=Short Form Trademark Security Agreement#page4.tif source=Short Form Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2012 (this "Agreement"), is made by Viactiv Holdings LLC, a Delaware limited liability company (the "Grantor"), in favor of McNeil Nutritionals, LLC, as the Secured Party.

### WITNESSETH:

WHEREAS, reference is made to that certain Security Agreement, dated as of December 19, 2012 by and between Viactiv Holdings LLC, a Delaware limited liability company, and McNeil Nutritionals, LLC, a Delaware limited liability company (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to Section 2.7 of Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Grantor's obligations under a secured promissory note dated as of the date hereof;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby grants to Secured Party a continuing security interest in all of the Grantor's right, title and interest in the United States (including, for the avoidance of doubt, Puerto Rico), whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

- (a) those United States Trademark applications and registrations referred to in Schedule I hereto; and
- (b) all proceeds of, and rights associated with, the foregoing (including licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and

remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

Section 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

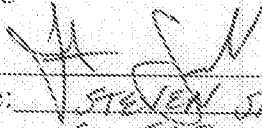
Section . WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE, AND AGREE TO CAUSE THEIR RESPECTIVE AFFILIATES TO WAIVE, THE RIGHT TO TRIAL BY JURY IN ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto has executed this Trademark Security Agreement as of the date first set forth above.

VIACTIV HOLDINGS LLC

By: Viactiv Holdings Management Inc., as  
Manager

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

Name: STEVEN JAMES

Title: CO-CEO

MCNEIL NUTRITIONALS, LLC,  
as the Secured Party

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

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

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

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TRADEMARK  
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IN WITNESS WHEREOF, each of the parties hereto has executed this Trademark Security Agreement as of the date first set forth above.

VIACTIV HOLDINGS LLC

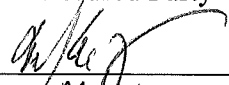
By: Viactiv Holdings Management Inc., as  
Manager

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

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

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

MCNEIL NUTRITIONALS, LLC,  
as the Secured Party

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

Name: Michael Conway

Title: President

SCHEDULE I  
Trademark Security Agreement

UNITED STATES AND PUERTO RICO					
TRADEMARK NAME	COUNTRY	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
VIActiv	UNITED STATES OF AMERICA			2248302	05/25/1999
VIActiv V DESIGN	UNITED STATES OF AMERICA			2465643	07/03/2001
ACTIVE NUTRITION FOR WOMEN BY WOMEN	UNITED STATES OF AMERICA			2531197	01/22/2002
VIActiv	PUERTO RICO			74834	11/13/2007