

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DailyStrength, Inc.		03/08/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harbert Mezzanine Partners III SBIC, LP		
<b>Street Address:</b>	2100 Third Avenue North, Suite 600		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35203-3371		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3760055		
<b>Registration Number:</b>	3647005	DAILY STRENGTH	
<b>Registration Number:</b>	3647004	DAILY STRENGTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4237858480		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4237858295		
<b>Email:</b>	pliner@millermartin.com		
<b>Correspondent Name:</b>	Patricia P. Liner		
<b>Address Line 1:</b>	832 Georgia Avenue		
<b>Address Line 2:</b>	Suite 1000 Volunteer Building		
<b>Address Line 4:</b>	Chattanooga, TENNESSEE 37402-2289		
<b>ATTORNEY DOCKET NUMBER:</b>	25385-0005		
<b>NAME OF SUBMITTER:</b>	Patricia P. Liner		

CH \$90.00 3760055

Signature:	/Patricia P. Liner/
Date:	03/08/2013
Total Attachments: 2 source=Dailystrength Security#page1.tif source=Dailystrength Security#page2.tif	

**MEMORANDUM OF SECURITY AGREEMENT**

**(TRADEMARKS)**

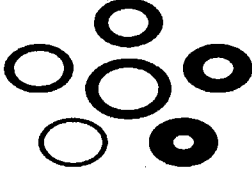
Pursuant to a Loan and Security Agreement of even date herewith (the "Loan Agreement"), DailyStrength, Inc., a Delaware corporation (the "Pledgor"), has granted to Harbert Mezzanine Partners III SBIC, LP, a Delaware limited partnership (the "Secured Party"), a continuing security interest in, and a continuing lien upon, the Collateral (as that term is defined in the Loan Agreement), including the trademarks listed on the annexed Schedule 1, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof (the "Trademarks"), together with the goodwill of the business connected with the use of and symbolized by the Trademarks. The Secured Party's security interest in the Trademarks can be terminated only in accordance with the terms of the Loan Agreement.

Dated: March 8, 2013

DAILYSTRENGTH, INC.

By: Colin B. Daniel  
Name: Colin B. Daniel  
Title: Vice President

Schedule 1

<u>TRADEMARK</u>	<u>OWNER</u>	<u>STATUS</u>	<u>SERIAL NO.</u>
	DailyStrength, Inc.	Registered	3760055
DAILY STRENGTH	DailyStrength, Inc.	Registered	3647005
DAILY STRENGTH	DailyStrength, Inc.	Registered	3647004