

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
Threshold Enterprises Ltd.		04/03/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	3 Park Plaza, Suite 900
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	85628585	WELLNESS ON THE GO
Serial Number:	85628552	WELLNESS SHOT
Serial Number:	78827550	VANGUARD NUTRACEUTICALS
Serial Number:	78784456	LIFEFORCE V
Serial Number:	78746648	PLANETARY
Serial Number:	78601833	WELLNESS SHOTS
Serial Number:	78836850	ARCTICPURE
Serial Number:	77913062	BRAIN BOOST
Serial Number:	77634932	SYSTEMICARE
Serial Number:	77769286	LIFE FORCE
Serial Number:	77744803	GENEXIS
Serial Number:	77744791	OMEGA-RIFFIC
Serial Number:	77685678	WELLNESS FIZZ
Serial Number:	77685643	DURAFLOA

CH \$790.00 85628585

Serial Number:	77683819	XYLICIOUS
Serial Number:	77683816	XYLISMART
Serial Number:	77682619	SOURCE NATURALS
Serial Number:	77676105	HORIZON NATURALS
Serial Number:	77565004	HOTFLASH
Serial Number:	77122688	NK-3
Serial Number:	77036227	PINESLIM
Serial Number:	75136051	NEUROCEUTICAL
Serial Number:	75017327	CHOLESTREX
Serial Number:	74568337	
Serial Number:	74524073	THRESHOLD
Serial Number:	74524068	WELLNESS FORMULA
Serial Number:	74524067	MENTAL EDGE
Serial Number:	74524066	CHI POWER
Serial Number:	74524065	PLANETARY FORMULAS
Serial Number:	74524064	HORIZON
Serial Number:	74524063	SOURCE NATURALS

CORRESPONDENCE DATA

Fax Number: 2253433076
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2253839000
Email: dpatty@mcglinchey.com
Correspondent Name: McGlinchey Stafford, PLLC
Address Line 1: 301 Main Street, 14th Floor
Address Line 4: Baton Rouge, LOUISIANA 70801

ATTORNEY DOCKET NUMBER:	017466.0162
NAME OF SUBMITTER:	R. Andrew Patty II
Signature:	/R. Andrew Patty II/
Date:	04/22/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT
(Threshold Enterprises Ltd.)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is between Threshold Enterprises Ltd., a Delaware corporation (the "Debtor"), and JPMorgan Chase Bank, N.A., a national banking association (the "Secured Party"), and is executed pursuant to that certain Credit Agreement dated as of April 3, 2013, among the Debtor, the other Loan Parties (as defined in the Credit Agreement) party thereto, and the Secured Party (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

Recitals:

In accordance with the terms of the Credit Agreement, pursuant to that certain Pledge and Security Agreement dated as of April 3, 2013, among the Debtor and the Secured Party (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), the Debtor has granted to the Secured Party a lien and security interest in certain General Intangibles (as defined in the Security Agreement) of the Debtor including, without limitation, all of the Debtor's right, title, and interest in, to, and under the Debtor's Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Credit Agreement).

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following, in each case other than Excluded Property (as defined in the Security Agreement) (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all

goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (a) being referred to herein collectively as the "Trademarks"); (b) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the 3rd day of April, 2013.

DEBTOR:

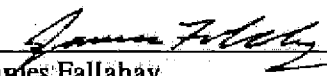
THRESHOLD ENTERPRISES LTD.

By: 

Ira Goldberg
Chief Executive Officer

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.

By: 
James Fallahay
Vice President

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF Orange }

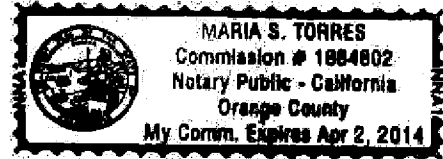
On April 2, 2013 before me, MARIA S TORRES, notary public, personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Maria S. Torres



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title of Document _____
Number of Pages _____
Date of Document _____
Signer(s) other than named above _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa Cruz

On April 07, 2013 before me, Trina McMullen, Notary Public

personally appeared Ira Goldberg

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Security Trademark Agreement

Document Date: _____ Number of Pages: _____

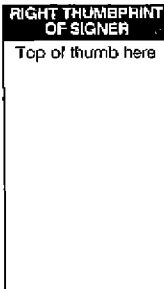
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ira Goldberg Signer's Name: _____

Corporate Officer — Title(s): CEO Corporate Officer — Title(s): _____

- Individual
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



- Individual
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

Signer Is Representing: _____

Schedule 1
to
Trademark Security Agreement

Trademarks

	Serial Number	Registration Number	Registration /Filing Date	Word Mark	Owner
1.	85628585	n/a	05/17/ 2012	WELLNESS ON THE GO	Threshold Enterprises Ltd.
2.	85628552	n/a	05/17/ 2012	WELLNESS SHOT	Threshold Enterprises Ltd.
3.	78827550	3692613	10/06/ 2009	VANGUARD NUTRACEUTICALS	Threshold Enterprises Ltd.
4.	78784456	3245565	05/22/ 2007	LIFEFORCE V	Threshold Enterprises Ltd.
5.	78746648	3370447	01/15/ 2008	PLANETARY	Threshold Enterprises, Ltd.
6.	78601833	3073471	03/28/ 2006	WELLNESS SHOTS	Threshold Enterprises Ltd.
7.	78836850	3203797	01/30/ 2007	ARCTICPURE	Threshold Enterprises Ltd.
8.	77913062	n/a	01/15/2010	BRAIN BOOST	Threshold Enterprises Ltd.
9.	77634932	4301594	03/12/ 2013	SYSTEMICARE	Threshold Enterprises Ltd.
10.	77769286	3746446	02/09/ 2010	LIFE FORCE	Threshold Enterprises Ltd.
11.	77744803	3975116	06/07/ 2011	GENEXIS	Threshold Enterprises Ltd.
12.	77744791	3826215	07/27/ 2010	OMEGA-RIFFIC	Threshold Enterprises Ltd.
13.	77685678	3933241	03/22/ 2011	WELLNESS FIZZ	Threshold Enterprises Ltd.
14.	77685643	3766247	03/30/ 2010	DURAFLOA	Threshold Enterprises Ltd.
15.	77683819	n/a	03/04/ 2009	XYLICIOUS	Threshold Enterprises Ltd.
16.	77683816	3800611	06/08/ 2010	XYLISMART	Threshold Enterprises Ltd.
17.	77682619	3930397	03/15/ 2011	SOURCE NATURALS	Threshold Enterprises Ltd.
18.	77676105	n/a	02/23/ 2009	HORIZON NATURALS	Threshold Enterprises Ltd.
19.	77565004	3605812	04/14/ 2009	HOTFLASH	Threshold Enterprises Ltd.
20.	77122688	3640205	06/16/ 2009	NK-3	Threshold Enterprises Ltd.
21.	77036227	3544065	12/09/ 2008	PINESLIM	Threshold Enterprises Ltd.
22.	75136051	2067247	06/03/ 1997	NEUROCEUTICAL	Threshold Enterprises Ltd.
23.	75017327	2008453	10/15/ 1996	CHOLESTREX	Threshold Enterprises Ltd.
24.	74568337	1954412	02/06/ 1996	n/a	Threshold Enterprises Ltd.
25.	74524073	1897877	06/06/ 1995	THRESHOLD	Threshold Enterprises Ltd.
26.	74524068	1965003	04/02/ 1996	WELLNESS FORMULA	Threshold Enterprises Ltd.
27.	74524067	1888195	04/11/ 1995	MENTAL EDGE	Threshold Enterprises Ltd.
28.	74524066	1901438	06/27/ 1995	CHI POWER	Threshold Enterprises Ltd.
29.	74524065	1900303	06/20/ 1995	PLANETARY FORMULAS	Threshold Enterprises Ltd.
30.	74524064	1977627	06/04/1996	HORIZON	Threshold Enterprises Ltd.
31.	74524063	1909705	08/08/ 1995	SOURCE NATURALS	Threshold Enterprises Ltd.