

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
International IP Holdings, LLC		05/08/2013	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	801 West Big Beaver
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48084
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 22

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

OP \$565.00 4004225

Registration Number:	4104670	5-HOUR ENERGY
Registration Number:	4315511	
Serial Number:	85319501	
Registration Number:	4144236	FIXES TIRED FAST
Serial Number:	85637294	HOURS OF ENERGY NOW
Serial Number:	85676655	SLIMFUL
Serial Number:	85978795	SLIMFUL
Serial Number:	85978796	SLIMFUL

CORRESPONDENCE DATA

Fax Number: 7349302494
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 734-761-3780
Email: asujek@bodmanlaw.com
Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	05/08/2013

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of May 8, 2013, is among INTERNATIONAL IP HOLDINGS, LLC, a Michigan limited liability company (together with its successors and permitted assigns, individually and collectively, the “**Assignor**”) and THE HUNTINGTON NATIONAL BANK, with an office at 801 West Big Beaver Road, MI9192, Troy, MI 48084, as Secured Party (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-Borrower**” and, together with the Company, the “**Borrowers**”), Assignor, each of the other guarantors from time to time party thereto and Assignee (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, 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 Borrowers and Secured Party, entered into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the “**Credit Agreement**”), pursuant to which Borrowers are issuing a \$25,000,000 Promissory Note (Line of Credit) payable to Secured Party (together with any additional notes issued under the Credit Agreement, 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 in the Marks now existing and hereafter adopted or acquired, and all proceeds thereof and Assignor is willing to grant to the Assignee 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 gives 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

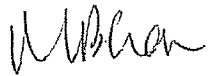
Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[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:

THE HUNTINGTON NATIONAL BANK

By: _____

Name: Eric W. Dietz

Title: Senior Vice President

[Signature Page of Trademark Security Agreement (1290595)]

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:

THE HUNTINGTON NATIONAL BANK

By:  _____

Name: Eric W. Dietz
Title: Senior Vice President

[Signature Page of Trademark Security Agreement (1290595)]

EXHIBIT 1

UNITED STATES TRADEMARKS:

Trademark/Title	Serial No.	Reg. No.
5-HOUR ENERGY	77/522602	4,004,225
5-HOUR ENERGY	78/434496	3,003,077
5 HOUR ENERGY	85/007006	3,902,207
RUNNING MAN design (miscellaneous design)	85/007217	3,876,771
5-HOUR ENERGY and design	85/007326	3,876,785
RUNNING MAN design (miscellaneous design)	77/643731	3,698,044
ENERGY HOUR 5	85/255911	4,134,079
2:30 FEELING	85/085504	3,956,068
LABEL (EXTRA STRENGTH W/ "5-HOUR ENERGY")	85/132099	4,116,951
LABEL (STANDARD LABEL W/O "5-HOUR ENERGY") color claimed (miscellaneous design)	85/125017	3,940,929
ENERGY HOUR 5 and design	85/132321	4,120,360
LABEL (DECAF W/O "5-HOUR ENERGY") (miscellaneous design)	85/131851	3,940,946
ENERGY HOUR 5 and design	85/132391	4,120,361
LABEL (Standard w/o "5-HOUR ENERGY")	85/124847	3,940,928
5 HOUR ENERGY (stylized and/or with design, mark)	85/317129	4,104,670
BOTTLE DESIGN (standard color). (miscellaneous design)	85/319463	4,315,511
BOTTLE DESIGN (Decaf. Color) (miscellaneous design)	85/319501	
FIXES TIRED FAST	85/353246	4,144,236
HOURS OF ENERGY NOW	85/637294	
SLIMFUL	85/676655	
SLIMFUL	85/978795	
SLIMFUL	85/978796	