

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nellson Nutraceutical, LLC		08/26/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as agent		
Street Address:	500 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1827088	THE KIDS NUTRITION BAR	
Registration Number:	3642916	NELLSON NUTRACEUTICAL, LLC	
Registration Number:	3639279	NELLSON	
Registration Number:	3642917	NELLSON NUTRACEUTICAL, LLC	
Registration Number:	1259064	INCREDIA-MEAL	
Registration Number:	1754830	INCREDIA-MEAL AMERICA'S ORIGINAL FOOD BAR	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 4200		

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Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 5024-74

NAME OF SUBMITTER: Laura Konrath

Signature: /Laura Konrath/

Date: 08/29/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

(Second Lien)

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 26, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Term Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Facility Agreement, dated as of August 26, 2013 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time (the "Term Loan Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders and have severally agreed to make term loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of August 26, 2013 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Term Loan Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Term Loan Agreement and to induce the Lenders to make their respective term loans to the Borrower thereunder, each Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however, that no Lien and security interest is granted on any "intent

to use” Trademark applications for which a statement of use has not been filed (but only until such statement is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NELSON NUTRACEUTICAL, LLC
as Grantor

By:  _____

Name: Allan Lutz

Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____

Name:

Title:

[Signature Page To Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 005100 FRAME: 0885

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

NELSON NUTRACEUTICAL, LLC
as Grantor


By: _____

Name: Allan Lutz

Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 

Name: Shannon C. Fritz

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Jurisdiction	Owner	Application Number	Date Filed	Registration Number	Registration Date	Status
The Kid's Nutrition Bar	US	Nellson Nutraceutical, LLC	74197833	08/26/1991	1,827,088	03/15/1994	Registered
Nellson Nutraceutical, LLC	US	Nellson Nutraceutical, LLC	77617848	11/19/2008	3,642,916	06/23/2009	Registered
Nellson	US	Nellson Nutraceutical, LLC	77617850	11/19/2008	3,639,279	06/16/2009	Registered
Nellson Nutraceutical, LLC and Design	US	Nellson Nutraceutical, LLC	77617854	11/19/2008	3,642,917	06/23/2009	Registered
Increda-Meal	US	Nellson Nutraceutical, LLC	73342166	12/17/1981	1,259,064	11/29/1983	Registered
Increda-Meal America's Original Food Bar	US	Nellson Nutraceutical, LLC	74294695	07/16/1992	1,754,830	03/02/1993	Registered

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