

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
Cornerstone Research & Development, Inc.		08/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cornerstone Nutrition Holdings, Inc.		
Street Address:	900 S. Depot Dr.		
City:	Ogden		
State/Country:	UTAH		
Postal Code:	84404		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85372882	CORNERSTONE	
Serial Number:	85372888	BUILDING BETTER NUTRITION	
Serial Number:	85744113	CORNERSTONE	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	020822-0002		

CH \$90.00 85372882

NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	10/25/2013
Total Attachments: 5 source=Comerstone - IP Security Agreement (Holdings)#page1.tif source=Comerstone - IP Security Agreement (Holdings)#page2.tif source=Comerstone - IP Security Agreement (Holdings)#page3.tif source=Comerstone - IP Security Agreement (Holdings)#page4.tif source=Comerstone - IP Security Agreement (Holdings)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 30 2013, is made by Cornerstone Research & Development, Inc. (the "Borrower," or the "Grantor"), in favor of Cornerstone Nutrition Holdings, Inc., as lender (the "Secured Party").

RECITALS

A. Pursuant to that certain Subordinated Secured Promissory Note in the original principal amount of \$ [REDACTED], dated as of August 30, 2013 by Borrower in favor of the Secured Party (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Subordinated Note"), the Secured Party has agreed to make certain financial accommodations to Borrower upon the terms and subject to the conditions set forth therein.

B. Pursuant to that certain Pledge and Security Agreement, of even date herewith (the "Pledge and Security Agreement"), Grantor has granted to Secured Party a lien upon all the present and future rights, title, and interest that Grantor may now have or hereafter acquire in all Patents, Trademarks, Copyrights, Patent Licenses, Trademark Licenses, Copyright Licenses, and applications for Patents, Trademarks and Copyrights.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to continue to make financial accommodations under the Subordinated Note, Grantor hereby agrees with Secured Party as follows:

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

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

(a) all of its Copyrights and all Licenses providing for grant by or to the Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions thereof;

(b) all of its Patents and all Licenses providing for grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto, together with all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect thereto, 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;

(c) all of its Trademarks and all Licenses providing for grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on **Schedule 1** hereto, together with all renewals and extensions thereof, and 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. Security Agreement. The lien granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the lien granted to Secured Party pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Secured Party with respect to the lien in the Intellectual Property Collateral made and granted hereby are more fully set forth in the lien granted pursuant to the Pledge 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property Collateral and Licenses subject to a lien hereunder.

Section 5. Counterparts. This Intellectual Property 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.

Section 6. Governing Law. This Intellectual Property 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, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantor:

CORNERSTONE RESEARCH & DEVELOPMENT, INC.

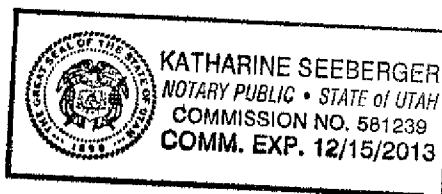
By: [Signature]
Name: Jared Leishman
Title: Chief Financial Officer and Secretary

STATE OF UTAH }
 } ss:
COUNTY OF Weber }

Before me, the undersigned, a Notary Public of the State of Utah, personally appeared Jared Leishman, having been sworn by me according to law did depose and say he was the Chief Financial Officer and Secretary of Cornerstone Research & Development, Inc.. (the "Grantor") and did acknowledge the execution of the foregoing Intellectual Property Security Agreement on behalf of said Grantor.

I HEREBY SET my hand and notarial seal this 23rd day of October, 2013.

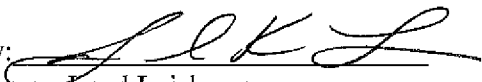
[Signature]
Notary



ACCEPTED AND AGREED
as of the date first above written:

Secured Party:

CORNERSTONE NUTRITION HOLDINGS,
INC.

By: 
Name: Jared Leishman
Title: Chief Financial Officer and Secretary

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Registrations

TRADEMARKS

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Registration Date</u>
Cornerstone Research & Development, Inc.	USA	Cornerstone	85372882	July 15, 2011
Cornerstone Research & Development, Inc.	USA	Building Better Nutrition	85372888	July 15, 2011
Cornerstone Research & Development, Inc.	USA	Cornerstone	85744113	August 20, 2013