TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Woodbolt Distribution, LLC		10/04/2013	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street
Internal Address:	11th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Banking Association: TEXAS

PROPERTY NUMBERS Total: 53

Property Type	Number	Word Mark
Serial Number:	86027949	CELLUCOR ALPHA-AMINO
Serial Number:	86027939	COR-SPORT
Serial Number:	85974446	COR-FOUNDATION
Serial Number:	85974426	FOUNDATION SERIES
Serial Number:	85974175	CELLUCOR
Serial Number:	85942489	SUPER SPORT
Serial Number:	85880114	COR-PERFORMANCE ALPHA-AMINO
Serial Number:	85878353	COR-PERFORMANCE A-AMINO
Serial Number:	85848592	MIGHTEE VITEE
Serial Number:	85836279	NUVITA
Serial Number:	85836291	NUTRAVITA NUTRITIONAL LIFE SCIENCES
Serial Number:	85836298	NUVITA NUTRITIONAL LIFE SCIENCES
Serial Number:	85836307	NUVITA GLOBAL

CH $1340.00 86027949

Serial Number:	85826436	ROYAL SPORT
Serial Number:	85820820	NEON SPORT INTERCEPT
Serial Number:	85821116	TRUFACTS
Serial Number:	85820276	NEON SPORT VOLT
Serial Number:	85820288	NEON SPORT KINETIC
Serial Number:	85820300	NEON SPORT SURGE
Serial Number:	85815433	M5 RELOADED
Serial Number:	85815232	BE CAVALIER
Serial Number:	85810340	CAVALIER
Serial Number:	85726256	NEON SPORT
Serial Number:	85692407	CELLUCOR COR-SERIES
Serial Number:	85652243	CREASORB
Serial Number:	85692477	CELLUCOR COR-ESSENTIALS
Serial Number:	85692319	COR-PERFORMANCE ß-BCAA
Serial Number:	85677846	COR-PERFORMANCE
Registration Number:	4355294	CLK
Serial Number:	85612245	CELLUCOR CORE PERFORMANCE
Serial Number:	85596437	CELLUCOR PERFORMANCE ESSENTIALS
Serial Number:	85596505	CELLUCOR ESSENTIALS
Serial Number:	85596459	CELLUCOR DAILY ESSENTIALS
Serial Number:	85588138	K-TONE
Registration Number:	4274443	SUPERHD
Registration Number:	4076246	CELLUCOR C4 EXTREME
Registration Number:	4075985	CELLUCOR
Registration Number:	3954505	L2 EXTREME
Registration Number:	3863157	MICROPRO - XR
Registration Number:	3866684	BECAUSE RESULTS MATTER
Registration Number:	3847358	D4 EXTREME
Registration Number:	3763226	MS1 EXTREME
Registration Number:	3862653	R3 EXTREME
Registration Number:	3843933	M5 EXTREME
Registration Number:	3722132	WS1 EXTREME
Registration Number:	4072350	VORTEX
Registration Number:	3843701	D4 THERMAL SHOCK
Registration Number:	3770057	T7 EXTREME

	3703030	N0 N-ZERO EXTREME
Registration Number:	3764345	N0 N-ZERO EXTREME
Registration Number:	3316163	EROS DESIRE
Registration Number:	3316164	EROS FIRE
Registration Number:	2838845	EXTREME P6

CORRESPONDENCE DATA

Fax Number: 8043447999

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 804-788-8331

Email: HWRITM@hunton.com

Correspondent Name: Stephen P. Demm - Hunton & Williams LLP

Address Line 1: 951 East Byrd Street

Address Line 2: Riverfront Plaza - East Tower

Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	46124.021277
NAME OF SUBMITTER:	Stephen P. Demm
Signature:	/Stephen P. Demm/
Date:	11/06/2013

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT
(Woodbolt Distribution, LLC)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of the dates set forth below, to be effective as of October 4, 2013, by and between WOODBOLT DISTRIBUTION, LLC, a Texas limited liability company ("Pledgor"), and BANK OF AMERICA, N.A., a national banking association ("Lender"), and is executed and delivered pursuant to that certain Loan and Security Agreement, dated as of October 4, 2013 (as amended, restated, supplemented or modified from time to time, the "Loan and Security Agreement"), among Pledgor and Lender (all capitalized terms used herein which are not defined herein shall have the meanings therefor specified in the Loan and Security Agreement).

RECITALS:

Pursuant to the terms of the Loan and Security Agreement, Pledgor has granted to Lender a Lien upon and security interest in all Intellectual Property of Pledgor, including, without limitation, all of Pledgor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Pledgor's Trademarks and Trademark Licenses (as defined below) and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby grants to Lender a Lien upon and continuing security interest in all of Pledgor's right, title and interest in, to and under the following (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, as security for the payment and performance of the Obligations:

(1) (a) all (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, 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 United States, any state thereof or any other country or any political subdivision thereof; (ii) reissues, extensions and renewals thereof; (iii) 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) rights to sue for past, present and future infringements of any of the foregoing; (v) rights corresponding to any of the foregoing throughout the world; and (vi) goodwill associated with and symbolized by any of the foregoing, in each case, whether now owned or hereafter acquired by Pledgor (all of such items in this clause (a) being referred to herein collectively as the "Trademarks"), including, without limitation, each Trademark described on Schedule 1 attached hereto; (b) each trademark registration ("Trademark Registration"), including, without limitation, each Trademark Registration described on Schedule 1 attached hereto; and (c) each trademark application ("Trademark Application"), including, without limitation, each Trademark Application described on Schedule 1 attached hereto; in each case together with the goodwill of the business symbolized thereby;

(2) each written agreement now or hereafter in existence granting to Pledgor any right to use any Trademark ("Trademark License"), to the extent allowable under the applicable Trademark License, including, without limitation, each Trademark License described on Schedule 1 attached hereto; and

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(3) all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor 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 or Trademark License described on Schedule 1 attached hereto and any Trademark Registration issued pursuant to a Trademark Application described on Schedule 1 attached hereto, or (b) injury to the goodwill associated with any Trademark, Trademark Registration or Trademark Application.

The Lien and security interest granted herein is not a present transfer or assignment of ownership, in part or in whole, of the Trademark Collateral and is not intended to impair, under applicable federal law, the registrability of any intent-to-use Trademark Applications or the validity or enforceability of registrations issuing from such applications.

The Lien and security interest created by this Agreement is granted in conjunction with the Liens and security interests granted to Lender pursuant to the Loan and Security Agreement, which Lien and security interest shall be governed by the terms and provisions of the Loan and Security Agreement.

Pledgor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement may be executed in counterparts, each of which taken together shall constitute one instrument. This Agreement may be executed and delivered by facsimile or electronic transmission, which shall have the same force and effect as manually signed originals.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN LENDER OR PLEDGOR ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLEDGOR:

WOODBOLT DISTRIBUTION, LLC

By: _____
Name: Doss A. Cunningham
Title: Manager, Chief Executive Officer and President
Date: October 4, 2013

LENDER:

BANK OF AMERICA, N.A.

By: _____
Name: Mark Porter
Title: Senior Vice President
Date: October 4, 2013

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

PLEDGOR:

WOODBOLT DISTRIBUTION, LLC

By: _____
Name: Doss A. Cunningham
Title: Manager, Chief Executive Officer and President
Date: October 4, 2013

LENDER:

BANK OF AMERICA, N.A.

By: _____
Name: Mark Porter
Title: Senior Vice President
Date: October 4, 2013

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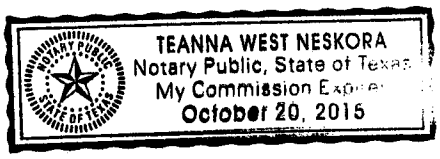
ACKNOWLEDGMENT

STATE OF Texas)
)
COUNTY OF Harris)

This instrument was acknowledged before me this 4 day of October, 2013, by Doss A. Cunningham, as Manager, Chief Executive Officer and President of Woodbolt Distribution, LLC, a Texas limited liability company, on behalf of such limited liability company.

{Seal}



Teanna West Neskora
Notary Public in and for the State of Texas

My commission expires: October 20, 2015

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this __ day of October, 2013, by Mark Porter, as Senior Vice President of Bank of America, N.A., a national banking association, on behalf of such banking association.

{Seal}

_____
Notary Public in and for the State of Texas

My commission expires:_____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this __ day of October, 2013, by Doss A. Cunningham, as Manager, Chief Executive Officer and President of Woodbolt Distribution, LLC, a Texas limited liability company, on behalf of such limited liability company.

{Seal}

_____
Notary Public in and for the State of _____

My commission expires:_____

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me this 4th day of October, 2013, by Mark Porter, as Senior Vice President of Bank of America, N.A., a national banking association, on behalf of such banking association.

{Seal}

MARGARET A HENDERSON
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-12-15

Margaret A. Henderson
Notary Public in and for the State of Texas

My commission expires: 8.12.15

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Schedule 1
to
Trademark Security Agreement

Trademark	Owner	Status in Trademark Office	Federal Registration/ Serial No.	Registration Date
CELLUCOR ALPHA-AMINO	Woodbolt Distribution, LLC	New Application Pending Assignment to an Examining Attorney	86/027,949	n/a
COR-SPORT	Woodbolt Distribution, LLC	New Application Pending Assignment to an Examining Attorney	86/027,939	n/a
COR-FOUNDATION	Woodbolt Distribution, LLC	New Application Pending Assignment to an Examining Attorney	85/974,446	n/a
FOUNDATION SERIES	Woodbolt Distribution, LLC	New Application Pending Assignment to an Examining Attorney	85/974,426	n/a
CELLUCOR	Woodbolt Distribution, LLC	New Application Pending Assignment to an Examining Attorney	85/974,175	n/a
SUPER SPORT	Woodbolt Distribution, LLC	New Application Pending Assignment to Examining Attorney	85/942,489	n/a
COR-PERFORMANCE ALPHA-AMINO	Woodbolt Distribution, LLC	Application Published for Opposition on July 23, 2013	85/880,114	n/a
COR-PERFORMANCE α-AMINO	Woodbolt Distribution, LLC	Application Published for Opposition on July 23, 2013	85/878,353	n/a

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MIGHTEE VITEE	Woodbolt Distribution, LLC	Application Published for Opposition on July 9, 2013	85/848,592	n/a
NUVITA	Woodbolt Distribution, LLC	A non-final office action has been issued.	85/836,279	n/a
NUTRAVITA NUTRITIONAL LIFE SCIENCES	Woodbolt Distribution, LLC	A non-final office action has been issued.	85/836,291	n/a
NUVITA NUTRITIONAL LIFE SCIENCES	Woodbolt Distribution, LLC	A non-final office action has been issued.	85/836,298	n/a
NUVITA GLOBAL	Woodbolt Distribution, LLC	A non-final office action has been issued.	85/836,307	n/a
ROYAL SPORT	Woodbolt Distribution, LLC	A request for an extension of time to file an opposition has been filed with the TTAB	85/826,436	n/a
NEON SPORT INTERCEPT	Woodbolt Distribution, LLC	A non-final office action has been issued.	85/820,820	n/a
TRUFACTS	Woodbolt Distribution, LLC	A non-final office action has been issued.	85/821,116	n/a
NEON SPORT VOLT	Woodbolt Distribution, LLC	A non-final office action has been issued.	85/820,276	n/a
NEON SPORT KINETIC	Woodbolt Distribution, LLC	A non-final office action has been issued.	85/820,288	n/a
NEON SPORT SURGE	Woodbolt Distribution, LLC	A non-final office action has been issued.	85/820,300	n/a
M5 RELOADED	Woodbolt Distribution, LLC	A Notice of Allowance was issued on July 16, 2013	85/815,433	n/a
BE CAVALIER	Woodbolt Distribution, LLC	A Notice of Allowance was issued on July 16, 2013	85/815,232	n/a

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CAVALIER	Woodbolt Distribution, LLC	A Notice of Allowance was issued on July 16, 2013	85/810,340	n/a
NEON SPORT	Woodbolt Distribution, LLC	A non-final office action has been issued.	85/726,256	n/a
CELLUCOR COR-SERIES	Woodbolt Distribution, LLC	A first request for extension of time to file a Statement of Use has been granted	85/692,407	n/a
CREASORB	Woodbolt Distribution, LLC	Application revived and awaiting further action.	85/652,243	n/a
CELLUCOR COR-ESSENTIALS	Woodbolt Distribution, LLC	A Notice of Allowance was issued on March 12, 2013	85/692,477	n/a
COR-PERFORMANCE β-BCAA	Woodbolt Distribution, LLC	A Notice of Allowance was issued on March 12, 2013	85/692,319	n/a
COR-PERFORMANCE	Woodbolt Distribution, LLC	A Notice of Allowance was issued on February 12, 2013	85/677,846	n/a
CLK	Woodbolt Distribution, LLC	Registered	4,355,294	June 18, 2013
CELLUCOR CORE PERFORMANCE	Woodbolt Distribution, LLC	A first request for extension of time to file a Statement of Use has been granted	85/612,245	n/a
CELLUCOR PERFORMANCE ESSENTIALS	Woodbolt Distribution, LLC	Application revived and awaiting further action	85/596,437	n/a
CELLUCOR ESSENTIALS	Woodbolt Distribution, LLC	Application revived and awaiting further action	85/596,505	n/a
CELLUCOR DAILY ESSENTIALS	Woodbolt Distribution, LLC	Application revived and awaiting further action	85/596,459	n/a

K-TONE	Woodbolt Distribution, Ltd.	A final office action refusing registration has been issued.	85/588,138	n/a
SUPERHD	Woodbolt Distribution Ltd	Registered	4,274,443	January 15, 2013
CELLUCOR C4 EXTREME	Woodbolt Distribution (LLC not a part of the name)	Registered	4,076,246	December 27, 2011
CELLUCOR	Woodbolt Distribution (LLC not a part of the name)	Registered	4,075,985	December 27, 2011
L2 EXTREME	Woodbolt Distribution (LLC not a part of the name)	Registered	3,954,505	May 3, 2011
MICROPRO - XR	Woodbolt Distribution, LLC	Registered	3,863,157	October 19, 2010
BECAUSE RESULTS MATTER	Woodbolt Distribution, LLC	Registered	3,866,684	October 26, 2010
D4 EXTREME	Woodbolt Distribution, LLC	Registered	3,847,358	September 14, 2010
MS1 EXTREME	Woodbolt Distribution, LLC	Registered	3,763,226	March 23, 2010
R3 EXTREME	Woodbolt Distribution, LLC	Registered	3,862,653	October 19, 2010
M5 EXTREME	Woodbolt Distribution, LLC	Registered	3,843,933	September 7, 2010
WS1 EXTREME	Woodbolt Distribution, LLC	Registered	3,722,132	December 8, 2009
VORTEX	Woodbolt Distribution, LLC	Registered	4,072,350	December 20, 2011
D4 THERMAL SHOCK	Woodbolt Distribution, LLC	Registered	3,843,701	September 7, 2010
T7 EXTREME	Woodbolt Distribution, LLC	Registered	3,770,057	April 6, 2010

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N0 N-ZERO EXTREME	Woodbolt Distribution, LTD	Registered	3,703,030	October 27, 2009
N0 N-ZERO EXTREME	Woodbolt Distribution, LTD	Registered	3,764,345	March 23, 2010
EROS DESIRE (stylized)	Woodbolt Distribution, LTD	Registered	3,316,163	October 23, 2007
EROS FIRE (stylized)	Woodbolt Distribution, LTD	Registered	3,316,164	October 23, 2007
	Woodbolt Distribution, LLC	Registered	2,838,845	May 4, 2004

Trademark	Owner	Country	Federal Registration/ Serial No.	Status in the Trademark Office
CLK	Woodbolt Distribution, LLC	Australia	1,538,039	Notice of Acceptance advertised on May 23, 2013.
CELLUCOR	Woodbolt Distribution, LLC	Australia	1,559,235	Application Recently Filed and Pending Examination
CELLUCOR ADVANCED PRE-CURSOR TECHNOLOGIES (stylized)	Woodbolt Distribution, LLC	Australia	1,209,526	Registered
C4 EXTREME	Woodbolt Distribution, LLC	Australia	1,504,791	Registered
M5 EXTREME	Woodbolt Distribution, LLC	Australia	1,504,784	Registered
SUPER HD	Woodbolt Distribution, LLC	Australia	1,504,795	Registered
SUPER SPORT	Woodbolt Distribution, LLC	Australia	1,504,793	Registered
CLK	Woodbolt Distribution, LLC	Brazil	840290390	Application published in Official Gazette on May 21, 2013

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CELLUCOR	Woodbolt Distribution, LLC	Brazil	840290381	Application published in Official Gazette on May 21, 2013
C4 EXTREME	Woodbolt Distribution, LLC	Brazil	840207530	Application published in Official Gazette on April 4, 2013
M5 EXTREME	Woodbolt Distribution, LLC	Brazil	840207557	Application published in Official Gazette on April 4, 2013
SUPER HD	Woodbolt Distribution, LLC	Brazil	840207522	Application published in the Official Gazette on April 4, 2013
SUPER SPORT	Woodbolt Distribution, LLC	Brazil	840207549	Application published in the Official Gazette on April 4, 2013.
CLK	Woodbolt Distribution, LLC	Canada	1,611,557	A non-final examiners report was issued on February 28, 2013.
CELLUCOR	Woodbolt Distribution, LLC	Canada	1,590,387	A non-final examiners report was issued on February 27, 2013.
CELLUCOR C4 EXTREME	Woodbolt Distribution, LLC	Canada	1,590,388	A non-final examiners report was issued on February 27, 2013.
M5	Woodbolt Distribution, LLC	Canada	1,591,114	Has been approved by the examiner and will be advertised for opposition shortly.

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SUPER HD	Woodbolt Distribution, LLC	Canada	1,590,392	A non-final examiners report was issued on February 28, 2013
SUPER SPORT	Woodbolt Distribution, LLC	Canada	1,590,546	A non-final examiners report was issued on February 28, 2013.
CELLUCOR	Woodbolt Distribution, LLC	European Community Application	011879269	Recently Filed Application
C4 EXTREME	Woodbolt Distribution, LLC	European Community Application	011501574	Recently Filed Application
M5	Woodbolt Distribution, LLC	European Community Application	011501608	Recently Filed Application
SUPER HD	Woodbolt Distribution, LLC	European Community Application	011501632	Registered
CLK	Woodbolt Distribution, LLC	Mexico	1345338	Registered
CELLUCOR	Woodbolt Distribution, LLC	Mexico	134927	Recently Filed Application
C4 EXTREME	Woodbolt Distribution, LLC	Mexico	1331918	Registered
M5	Woodbolt Distribution, LLC	Mexico	1333887	Registered
SUPER HD	Woodbolt Distribution, LLC	Mexico	1298668	Application Pending
SUPER SPORT	Woodbolt Distribution, LLC	Mexico	1298669	Registered
CELLUCOR	Woodbolt Distribution, LLC	Paraguay	2013/14137	Recently Filed Application
CELLUCOR	Woodbolt Distribution, LLC	Russia	2013716524	Recently Filed Application

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C4 EXTREME	Woodbolt Distribution, LLC	Russia	2013716647	Recently Filed Application
SUPER HD	Woodbolt Distribution, LLC	Russia	2013716640	Recently Filed Application
SUPER SPORT	Woodbolt Distribution, LLC	Russia	2013722227	Recently Filed Application
M5	Woodbolt Distribution, LLC	Turkey	2012/66904	Application published in the Official Trademark Bullet on April 12, 2013
SUPER SPORT	Woodbolt Distribution, LLC	Turkey	2012/66903	Recently Filed Application

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