

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
InterHealth Nutraceuticals Incorporated		11/26/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC (As Administrative Agent)
Street Address:	30 S. Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2883022	ALLER-7
Registration Number:	1627865	CHROMEMATE
Registration Number:	2563916	CITRIMAX
Registration Number:	2710696	CITRIMAX
Registration Number:	2547696	INTERHEALTH NUTRACEUTICALS INCORPORATED
Serial Number:	85590754	NUMELLE
Registration Number:	2867352	OPTIBERRY
Registration Number:	2516452	OPTIZINC
Registration Number:	2178636	PROTYKIN
Registration Number:	3102316	SUPER CITRIMAX
Registration Number:	3330536	SUPER CITRIMAX CLINICAL STRENGTH
Registration Number:	2929146	UC-II
Registration Number:	4115366	ZYCHROME

CH \$340.00 2883022

**CORRESPONDENCE DATA**

Fax Number: 2127557306

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

Phone: 212-326-3939

Email: NYTEF@JONESDAY.COM

Correspondent Name: Beth D. Vogel

Address Line 1: Jones Day

Address Line 2: 222 East 41st Street

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	108344-600015
NAME OF SUBMITTER:	Beth D. Vogel
Signature:	/Beth D. Vogel/
Date:	12/02/2013
Total Attachments: 5 source=5_Trademark Security Agreement#page1.tif source=5_Trademark Security Agreement#page2.tif source=5_Trademark Security Agreement#page3.tif source=5_Trademark Security Agreement#page4.tif source=5_Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 26, 2013 (this "Agreement"), is made by InterHealth Nutraceuticals Incorporated, a California corporation (the "Grantor"), in favor of Madison Capital Funding LLC, as administrative agent (the "Agent") for each of the Lenders.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Credit Agreement, dated as of November 26, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, prior to the consummation of the Closing Date Acquisition (as defined in the Credit Agreement), InterHealth Acquisition Corp., a Delaware corporation, as the borrower, and after the consummation of the Closing Date Acquisition, the Grantor, as the borrower, the financial institutions party thereto from time to time, as Lenders, and the Agent;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of November 26, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Credit Agreement and the Collateral Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of Agent and each Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Lender, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof and all applications in connection therewith, whether 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, or otherwise, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof (collectively referred to as "Trademarks"), including

those registrations of Trademarks and applications for registration of Trademarks referred to in Item A of Schedule I;

(b) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) or for any injury to the goodwill associated with the use of any such Trademark; and

(c) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, no security interest is granted in United States intent-to-use trademark applications until such time as the Grantor files and has accepted a statement of use or amendment to allege use with respect to such trademark applications with the United States Patent and Trademark Office.

SECTION 3. Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Lender under the Collateral Agreement. The Collateral Agreement (and all rights and remedies of the Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Governing Law. **THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.**

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. ENTIRE AGREEMENT. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

**INTERHEALTH NUTRACEUTICALS  
INCORPORATED**

By: Mary H. Lucero  
Name: MARY HELEN LUCERO  
Title: CHIEF FINANCIAL OFFICER - SECRETARY

SCHEDULE I  
to Trademark Security Agreement

Trademarks and Pending Trademark Applications

	Country	Trademark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
1.	US	ALLER-7	Registered	78/172,606	10/9/2002	2,883,022	9/7/2004	INTER HEALTH NUTRACEUTICALS, INC.
2.	US	CHROMEMATE	Registered	73/786,956	3/16/1989	1,627,865	12/18/1990	INTERHEALTH NUTRACEUTICALS INCORPORATED
3.	US	CITRIMAX	Registered	74/497,000	3/2/1994	2,563,916	4/23/2002	INTERHEALTH NUTRACEUTICALS INCORPORATED
4.	US	CITRIMAX AND DESIGN 	Registered	76/299,508	8/14/2001	2,710,696	4/29/2003	INTERHEALTH NUTRACEUTICALS
5.	US	INTERHEALTH NUTRACEUTICALS INCORPORATED	Registered	75/562,124	9/30/1998	2,547,696	3/12/2002	INTERHEALTH NUTRACEUTICALS INCORPORATED
6.	US	NUMELLE	Allowed	85/590,754	4/5/2012	--	--	INTERHEALTH NUTRACEUTICALS INCORPORATED
7.	US	OPTIBERRY	Registered	76/406,462	5/13/2002	2,867,352	7/27/2004	INTERHEALTH NUTRACEUTICALS
8.	US	OPTIZINC	Registered	75/898,525	1/19/2000	2,516,452	12/11/2001	INTERHEALTH NUTRACEUTICALS INCORPORATED
9.	US	PROTYKIN	Registered	75/355,255	9/11/1997	2,178,636	8/4/1998	INTERHEALTH NUTRACEUTICALS INCORPORATED
10.	US	SUPER CITRIMAX	Registered	78/596,984	3/29/2005	3,102,316	6/6/2006	INTERHEALTH NUTRACEUTICALS INCORPORATED
11.	US	SUPER CITRIMAX CLINICAL STRENGTH	Registered	78/387,980	3/20/2004	3,330,536	11/6/2007	INTERHEALTH NUTRACEUTICALS, INC.
12.	US	UC-II	Registered	76/200,482	1/26/2001	2,929,146	3/1/2005	INTER HEALTH NUTRACEUTICALS
13.	US	ZYCHROME	Registered	77/854,341	10/21/2009	4,115,366	3/20/2012	INTERHEALTH NUTRACEUTICALS INCORPORATED