

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
General Nutrition Investment Company		11/26/2013	CORPORATION: ARIZONA

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as administrative agent
Street Address:	10 S. Dearborn
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national association: UNITED STATES

**PROPERTY NUMBERS Total: 43**

Property Type	Number	Word Mark
Serial Number:	85269445	GNC KIIK
Registration Number:	4136896	CAT FRESH
Serial Number:	85340407	RESTACK
Registration Number:	4211288	GNC PETS
Registration Number:	4298864	GNC LIVE WELL
Serial Number:	85387153	GNC LIVE WELL
Serial Number:	85387156	GNC
Serial Number:	85391055	GNC PERFORMANCE COMPLEX
Registration Number:	4203689	GNC GENETIXHD
Serial Number:	85457839	RE-SIZE
Serial Number:	85457847	RESILIENT
Serial Number:	85459424	GNC LIVE WELL
Serial Number:	85463262	LUCKY HEALTH

OP \$1090.00 85269445

Serial Number:	85463434	LUCKY SPORT
Registration Number:	4388802	MARKED
Registration Number:	4339525	MARKED
Serial Number:	85520015	PILL BLANKETS
Registration Number:	4321926	HIP-TASTIC
Registration Number:	4318457	COAT-TASTIC
Registration Number:	4393160	MULTI-TASTIC
Registration Number:	4318485	OMEGA-TASTIC
Registration Number:	4385142	RESPECT YOURSELF. GNC LIVE WELL
Registration Number:	4310590	RESPECT YOURSELF
Serial Number:	85667854	MILESTONES
Registration Number:	4381128	GNC MILESTONES
Serial Number:	85692437	POWER WATER
Serial Number:	85700337	MICRODRIVE
Serial Number:	85743653	APITIN
Serial Number:	85760942	NITRO-FACTOR
Serial Number:	85767769	OT2 OPTIMAL TIMING TECHNOLOGY
Registration Number:	4328461	BIG 50
Serial Number:	85775443	ME ON GNC
Serial Number:	85797461	THERE'S A PRO IN ALL OF US
Serial Number:	85864758	REAL ATHLETE
Serial Number:	85866315	PEELED
Serial Number:	85909261	PALEO POUCH
Serial Number:	85926189	LUCKY VITAMIN
Serial Number:	85941708	ACCELERATOR SERIES
Serial Number:	85963370	GNC ACCELERATOR
Serial Number:	86032355	HIP STIX
Serial Number:	86040075	RE-TEST
Serial Number:	86068310	LOSING NEVER FELT THIS GOOD
Serial Number:	86090653	GNC PUREEDGE

**CORRESPONDENCE DATA**

Fax Number: 8046982230

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

Phone: 804-775-1166

**TRADEMARK**  
**REEL: 005165 FRAME: 0090**

Email: jpeyton@mcguirewoods.com  
Correspondent Name: Janet P. Peyton  
Address Line 1: McGuireWoods LLP  
Address Line 2: One James Center, 901 East Cary Street  
Address Line 4: Richmond, VIRGINIA 23219-4030

ATTORNEY DOCKET NUMBER:	2036753-0380
NAME OF SUBMITTER:	Janet P. Peyton
Signature:	/Janet P. Peyton/
Date:	12/02/2013

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 26, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of JPMorgan Chase Bank, N.A., as administrative agent (together with its successors in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, GNC Corporation, a Delaware corporation, and General Nutrition Centers, Inc., a Delaware corporation (the "Borrower"), have entered into a Credit Agreement, dated as of November 26, 2013 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto as lenders (the "Lenders"), Goldman Sachs Bank USA, as the Syndication Agent, and Deutsche Bank Securities Inc. and Morgan Stanley Senior Funding, Inc., as the Co-Documentation Agents and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or in the Guarantee and Collateral Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of November 26, 2013, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have assigned and transferred to the Administrative Agent, and granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in and to certain Collateral, including, without limitation, certain of its Trademarks and have agreed as a condition thereof to execute this Trademark Security Agreement in order to record the security interests granted therein with the United States Patent and Trademark Office (or any successor office or other applicable United States Governmental Authorities).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Grant of Security. Each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule 1, and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) all Trademark Licenses, including, without limitation, any identified in Schedule 1; and

(c) (i) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described (a) - (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) - (b) above.

SECTION 2. Excluded Asset. Notwithstanding anything to the contrary in this Trademark Security Agreement, none of the Excluded Assets shall constitute Trademark Collateral.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

SECTION 7. Releases.

(a) Upon the Discharge of Obligations, this Trademark Security Agreement and the security interests granted hereby shall automatically terminate and be released, without the requirement for any further action by any Person, and the Administrative Agent shall

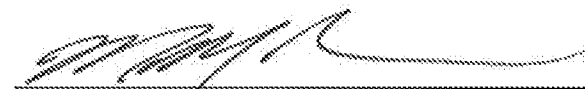
promptly (and the Secured Parties hereby authorize the Administrative Agent to) take such action and execute any such documents as may be reasonably requested by any Grantor and at such Grantor's expense to further document and evidence such termination and release.

(b) In the event that any Grantor conveys, sells, leases, assigns, transfers or otherwise Disposes of all or any portion of assets of such Grantor to a Person that is not (and is not required hereunder to become) a Grantor hereunder in a transaction permitted under the Credit Agreement, the security interests created hereunder in respect of such assets shall automatically terminate and be released, without the requirement for any further action by any Person and the Administrative Agent shall promptly (and the Secured Parties hereby authorize the Administrative Agent to) take such action and execute any such documents as may be reasonably requested by such Grantor and at such Grantor's expense to further document and evidence such termination and release of security interests hereunder in respect of such assets, and, in the case of a transaction permitted under the Credit Agreement the result of which is that a Grantor would cease to be a Restricted Subsidiary or would become an Excluded Subsidiary, all security interests granted hereunder by such Grantor shall automatically terminate and be released, without the requirement for any further action by any Person and the Administrative Agent shall promptly (and the Secured Parties hereby authorize the Administrative Agent to) take such action and execute any such documents as may be reasonably requested by such Grantor and at such Grantor's expense to further document and evidence such termination and release of such security interests.

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

GENERAL NUTRITION INVESTMENT  
COMPANY

By:




Name: Michael M. Nuzzo

Title: Executive Vice President  
and Chief Financial Officer

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

JPMORGAN CHASE BANK, N.A.,

By:   
Name: James A. Knight  
Title: Vice President



## TRADEMARKS

GENERAL NUTRITION INVESTMENT COMPANY INCREMENTAL TRADEMARK SCHEDULE FROM 3/4/2011 through 11/24/2013						
COUNTRY	TRADEMARK	APP NO	REG NO	STATUS	FILING DATE	REGISTRATION DATE
UNITED STATES	GNC KIIK	85/269,445		ALLOWED	3/17/2011	
UNITED STATES	CAT FRESH	85/315,717	4,136,896	REGISTERED	5/9/2011	5/1/2012
UNITED STATES	RESTACK	85/340,407		ALLOWED	6/7/2011	
UNITED STATES	GNC PETS	85/366,074	4,211,288	REGISTERED	7/7/2011	9/18/2012
UNITED STATES	GNC LIVE WELL	85/366,185	4,298,864	REGISTERED	7/8/2011	3/5/2013
UNITED STATES	GNC LIVE WELL	85/387,153		ALLOWED	8/2/2011	
UNITED STATES	GNC	85/387,156		ALLOWED	8/2/2011	
UNITED STATES	GNC PERFORMANCE COMPLEX	85/391,055		ALLOWED	8/5/2011	
UNITED STATES	GNC GENETIXHD	85/451,264	4,203,689	REGISTERED	10/19/2011	9/4/2012
UNITED STATES	RE-SIZE	85/457,839		ALLOWED	10/27/2011	
UNITED STATES	RESILIENT	85/457,847		ALLOWED	10/27/2011	
UNITED STATES	GNC LIVE WELL	85/459,424		PENDING	10/28/2011	
UNITED STATES	LUCKY HEALTH	85/463,262		ALLOWED	11/3/2011	
UNITED STATES	LUCKY SPORT	85/463,434		ALLOWED	11/3/2011	
UNITED STATES	MARKED	85/472,625	4,388,802	REGISTERED	11/15/2011	8/20/2013
UNITED STATES	MARKED	85/485,102	4,339,525	REGISTERED	12/2/2011	5/21/2013
UNITED STATES	PILL BLANKETS	85/520,015		ALLOWED	1/19/2012	
UNITED STATES	HIP-TASTIC	85/530,736	4,321,926	REGISTERED	2/1/2012	4/16/2013
UNITED STATES	COAT-TASTIC	85/530,733	4,318,457	REGISTERED	2/1/2012	4/9/2013
UNITED STATES	MULTI-TASTIC	85/530,738	4,393,160	REGISTERED	2/1/2012	8/27/2013
UNITED STATES	OMEGA-TASTIC	85/534,572	4,318,485	REGISTERED	2/6/2012	4/9/2013
UNITED STATES	RESPECT YOURSELF, GNC LIVE WELL	85/609,911	4,385,142	REGISTERED	4/26/2012	8/13/2013
UNITED STATES	RESPECT YOURSELF	85/609,912	4,310,590	REGISTERED	4/26/2012	3/26/2013
UNITED STATES	MILESTONES	85/667,854		ALLOWED	7/3/2012	

UNITED STATES	GNC MILESTONES	85/667,845	4,381,128	REGISTERED	7/3/2012	8/6/2013
UNITED STATES	POWER WATER	85/692,437		PENDING	8/1/2012	
UNITED STATES	MICRODRIVE	85/700,337		ALLOWED	8/10/2012	
UNITED STATES	APITIN	85/743,653		ALLOWED	10/2/2012	
UNITED STATES	NITRO-FACTOR and design	85/760,942		ALLOWED	10/23/2012	
UNITED STATES	OT2 OPTIMAL TIMING TECHNOLOGY and Design	85/767,769		ALLOWED	10/31/2012	
UNITED STATES	BIG 50	85/776,208	4,328,461	REGISTERED	11/9/2012	4/30/2013
UNITED STATES	ME ON GNC	85/775,443		ALLOWED	11/9/2012	
UNITED STATES	THERE'S A PRO IN ALL OF US	85/797,461		ALLOWED	12/7/2012	
UNITED STATES	REAL ATHLETE	85/864,758		ALLOWED	3/1/2013	
UNITED STATES	PEELED	85/866,315		ALLOWED	3/4/2013	
UNITED STATES	PALEO POUCH	85/909,261		PENDING	4/19/2013	
UNITED STATES	LUCKY VITAMIN	85/926,189		PENDING	5/8/2013	
UNITED STATES	ACCELERATOR SERIES	85/941,708		PENDING	5/24/2013	
UNITED STATES	GNC ACCELERATOR	85/963,370		PENDING	6/18/2013	
UNITED STATES	HIP STIX	86/032,355		PENDING	8/8/2013	
UNITED STATES	RE-TEST	86/040,075		PENDING	8/16/2013	
UNITED STATES	LOSING NEVER FELT THIS GOOD	86/068,310		PENDING	9/18/2013	
UNITED STATES	GNC PUREEDGE	86/090,653		PENDING	10/14/2013	

## TRADEMARK LICENSES

Intellectual Property licenses included in each franchise agreement entered into with franchisees.