# CH \$90.00 85372882

ETAS ID: TM303079

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Termination and Release of Intellectual Property Security Agreement	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cornerstone Nutrition Finance, LLC		04/28/2014	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Cornerstone Research & Development, Inc.		
Street Address:	900 S Depot Drive		
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

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

US Mail.

**Phone:** 202-739-3000

Email: jennifer.evans@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	058438-0523
NAME OF SUBMITTER:	Jennifer C. Evans
SIGNATURE:	/jce/
DATE SIGNED:	04/30/2014

**Total Attachments: 4** 

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# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 28, 2014, by CORNERSTONE NUTRITION FINANCE, LLC, as lender (the "Secured Party") in connection with that certain Intellectual Property Security Agreement, dated as of October 23, 2013 (as the same may have been amended, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"; terms used herein but not otherwise defined shall have the meaning given to them in the Intellectual Property Security Agreement), by CORNERSTONE RESEARCH & DEVELOPMENT, INC., a Delaware corporation (the "Grantor").

**WHEREAS**, pursuant to the terms of the Intellectual Property Security Agreement, the Grantor granted to the Secured Party a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, 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 Exhibit A 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 Exhibit A 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 Exhibit A 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;

**WHEREAS**, the Intellectual Property Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office ("<u>USPTO</u>") on October 25, 2013, at Reel 005139 and Frame 0583; and

**WHEREAS**, the Secured Party has agreed to terminate and release its security interest in the Intellectual Property Collateral as herein provided.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby terminates, cancels, releases and discharges the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title and interest in, to, and under all of the Intellectual Property Collateral, including, without limitation, the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above. The Secured Party hereby reassigns to the Grantor all right, title and interest of the Secured Party in the Intellectual Property Collateral, and any right, title or interest of the Secured Party in such Intellectual Property Collateral shall hereby cease and be void.

The parties hereto hereby acknowledge that this document may be filed along with any other necessary documentation with the USPTO, to evidence the termination and release granted herein. The Secured Party hereby agrees to deliver any further releases or termination statements and to do such other acts as may be reasonably necessary to effect the termination and release contemplated hereby, at the Grantor's sole expense.

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IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Intellectual Property Security Agreement to be executed by its duly authorized officer as of the date first set forth above.

Secured Party:

Cornerstone Nutrition Finance, LLC, as lender

Name/Michael McConvery

Title: Vice President

### EXHIBIT A

# **Intellectual Property Registrations**

# **COPYRIGHTS**

None.

## **PATENTS**

None.

## **TRADEMARKS**

Company	Country	Trademark	Application or Registration No.	Registration Date
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

TRADEMARK REEL: 005270 FRAME: 0962

RECORDED: 04/30/2014