# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308971

| | |
|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | SECURITY INTEREST |
| **SEQUENCE:** | 1 |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Jamieson Laboratories Ltd. | | 06/27/2014 | CORPORATION: |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | Wells Fargo Capital Finance Corporation Canada |
| **Street Address:** | 40 KING STREET WEST |
| **Internal Address:** | SUITE 2500 |
| **City:** | TORONTO, ONTARIO |
| **State/Country:** | CANADA |
| **Postal Code:** | M5H 3Y2 |
| **Entity Type:** | CORPORATION: CANADA |

**PROPERTY NUMBERS Total: 24**

| Property Type | Number | Word Mark |
|---|---|---|
| **Serial Number:** | 77877980 | ADRENASMART |
| **Serial Number:** | 77157900 | ASK LORNA |
| **Serial Number:** | 86290322 | BRAINSMART |
| **Serial Number:** | 86186202 | CELLUSMART |
| **Serial Number:** | 77848987 | ESTROSMART |
| **Serial Number:** | 77889454 | IRONSMART |
| **Serial Number:** | 77146361 | LORNA VANDERHAEGHE |
| **Serial Number:** | 85041849 | LORNA VANDERHAEGHE LOVE |
| **Serial Number:** | 77889481 | MAGSMART |
| **Serial Number:** | 85927927 | MELATONIN PLUS |
| **Serial Number:** | 77877940 | MENOSMART |
| **Serial Number:** | 77881569 | MOODSMART |
| **Serial Number:** | 77881574 | MULTISMART |
| **Serial Number:** | 77889493 | OSTEOSMART |
| **Serial Number:** | 77921274 | SEXSMART |
| **Serial Number:** | 77959020 | SHAPESMART |
| **Serial Number:** | 77958969 | SLEEPSMART |
| **Serial Number:** | 77877994 | SKINSMART |

CH $615.00 77877980

| Property Type | Number | Word Mark |
|---|---|---|
| **Serial Number:** | 85875923 | SMART NUTRIENTS |
| **Serial Number:** | 77732036 | THE WOMAN'S WORD WOMEN HELPING WOMEN |
| **Serial Number:** | 77921327 | URISMART |
| **Serial Number:** | 85367633 | VEINSMART |
| **Serial Number:** | 77692742 | THE WOMAN'S WORD |
| **Serial Number:** | 77877961 | THYROSMART |

**CORRESPONDENCE DATA**

**Fax Number:** 2123108007

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

**Phone:** 2123108000

**Email:** brian.lee@weil.com

**Correspondent Name:** Thomas Mastoras

**Address Line 1:** Weil, Gotshal & Manges LLP

**Address Line 2:** 767 Fifth Avenue

**Address Line 4:** New York, NEW YORK 10153

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | 54636.0004/T.MASTORAS/BL |
| **NAME OF SUBMITTER:** | Thomas Mastoras |
| **SIGNATURE:** | /Thomas Mastoras/ |
| **DATE SIGNED:** | 06/27/2014 |

**Total Attachments: 5**

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 27, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Intellectual Property Security Agreement"), is made by Jamieson Laboratories Ltd., a corporation organized under the laws of Canada (the "Grantor") in favor of Wells Fargo Capital Finance Corporation Canada, as administrative agent (in such capacity and together with its successors and assigns, the "Administrative Agent"), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, the Grantor (successor by amalgamation to Intrepid Acquisition Corporation, a Canadian corporation) has entered into a Credit Agreement dated as of January 31, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among, inter alios, the Grantor, Jamieson Intermediate Holdings Ltd., a British Columbia corporation ("Holdings"), the Lenders party thereto from time to time and the Administrative Agent;

WHEREAS, it is a condition precedent to the obligations of the Lenders to make their respective extensions of credit to the Grantor, and of the Issuing Banks to issue their respective Letters of Credit under the Credit Agreement that the Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of January 31, 2014, to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Collateral Agreement") for the benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement);

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted a Security Interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and United States Copyright Office;

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

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

(a) all Trademarks (other than any Excluded Assets), including, without limitation, each registration and application identified in Schedule 1 attached hereto;

(b) all Copyrights (other than any Excluded Assets), including, without limitation, each issued Copyright and Copyright application identified in Schedule 2 attached hereto; and

(c) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that this Intellectual Property Security Agreement be recorded at the United States Patent and Trademark Office and United States Copyright Office.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including ".pdf" or ".tif"), 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 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another jurisdiction.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank]

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

**JAMIESON LABORATORIES LTD.**

By: _____

Name: Mark Hornick

Title: Chief Executive Officer and President

**Schedule 1**

**Trademarks**

| Trademark | Application # | Application Date | Registration # | Registration Date |
|---|---|---|---|---|
| ADRENASMART | 77877980 | Nov. 20, 2009 | 4067835 | Dec. 6, 2011 |
| ASK LORNA | 77157900 | Apr. 15, 2007 | 3478865 | Aug. 5, 2008 |
| BRAINSMART | 86290322 | May 23, 2014 | | |
| CELLUSMART | 86186202 | Feb. 6, 2014 | | |
| ESTROSMART | 77848987 | Oct. 14, 2009 | 4063868 | Nov. 29, 2011 |
| IRONSMART | 77889454 | Dec. 9, 2009 | 4080565 | Jan. 3, 2012 |
| LORNA VANDERHAEGHE | 77146361 | Apr. 2, 2007 | 4400313 | Sept. 10, 2013 |
| LORNA VANDERHAEGHE LOVE | 85041849 | May 18, 2010 | 4080795 | Jan. 3, 2012 |
| MAGSMART | 77889481 | Dec. 9, 2009 | 4063910 | Nov. 29, 2011 |
| MELATONIN PLUS | 85927927 | May 9, 2013 | 4436589 | Nov. 19, 2013 |
| MENOSMART | 77877940 | Nov. 20, 2009 | 4063899 | Nov. 29, 2011 |
| MOODSMART | 77891569 | Nov. 27, 2009 | 4067840 | Dec. 6, 2011 |
| MULTISMART | 77881574 | Nov. 27, 2009 | 4067841 | Dec. 6, 2011 |
| OSTEOSMART | 77889493 | Dec. 9, 2009 | 4067848 | Dec. 6, 2011 |
| SEXSMART | 77921274 | Jan. 27, 2010 | 4106072 | Feb. 28, 2012 |
| SHAPESMART | 77959020 | Mar. 15, 2010 | 4071252 | Dec. 13, 2011 |
| SLEEPSMART | 77958969 | Mar. 15, 2010 | 4088479 | Jan. 17, 2012 |
| SKINSMART | 77877994 | Nov. 20, 2009 | 4077519 | Dec. 27, 2011 |
| SMART NUTRIENTS | 85875923 | Mar. 14, 2013 | 4499425 | Mar. 18, 2014 |
| THE WOMAN'S WORD WOMEN HELPING WOMEN | 77732036 | May 7, 2009 | 3727830 | Dec. 22, 2009 |
| URISMART | 77921327 | Jan. 27, 2010 | 4106073 | Feb. 28, 2012 |
| VEINSMART | 85367633 | Jul. 11, 2011 | 4102283 | Feb. 21, 2012 |
| THE WOMAN'S WORD | 77692742 | Mar. 17, 2009 | 3679747 | Sept. 8, 2009 |
| THYROSMART | 77877961 | Nov. 20, 2009 | 4020071 | Aug. 30, 2011 |

**Schedule 2**

**Copyrights**

| TITLE | REGISTRATION NUMBER | REGISTRATION DATE |
|---|---|---|
| Healthy immunity: scientifically proven natural treatments for conditions from A-Z | TX0005554969 | June 24, 2002 |