

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATURE'S BEST DISTRIBUTION, LLC		08/18/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1676217	HEALTH BEST	
Registration Number:	2828586	HEALTHBEST	
Registration Number:	3433609	THE NATURAL PRODUCTS DISTRIBUTOR	
Registration Number:	3851989	OUR PANTRY ORGANICS	
Registration Number:	3800060	OUR PANTRY QUALITY ORGANICS	
Registration Number:	4423196	CADIA	
Registration Number:	4064851	CADIA	
Registration Number:	4319026	CADIA	
Registration Number:	4089150	CADIA ABUNDANCE OF SIMPLICITY	
Serial Number:	86309505	CADIA	
Serial Number:	85019850	CADIA	
Serial Number:	85019873	CADIA	
Serial Number:	85019899	CADIA ABUNDANCE OF SIMPLICITY	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>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.</i>			
Phone:	3129932647		
Email:	zeynep.gieseke@lw.com		
TRADEMARK			

CH \$340.00 1676217

Correspondent Name: Zeynep Gieseke
Address Line 1: 330 North Wabash Avenue, Suite 2800
Address Line 2: c/o Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 035909-0037

NAME OF SUBMITTER: Zeynep Gieseke

SIGNATURE: /zg/

DATE SIGNED: 08/18/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 18, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (each a “**Grantor**” and collectively, the “**Grantors**”) in favor of JPMorgan Chase Bank, N.A., as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a U.S. Pledge and Security Agreement dated as of August 6, 2013 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the

grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NATURE'S BEST DISTRIBUTION, LLC

By: 

Name: Christopher Meyers
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005346 FRAME: 0841

Accepted and Agreed:
JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: *Kelli Sattarogis*
Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005346 FRAME: 0842

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Name of Grantor	Trademark		Registration No. /Application No.
Nature's Best, LLC	HEALTH BEST		1,676,217
Nature's Best, LLC	HEALTHBEST (and design)		2,828,586
Nature's Best, LLC	THE NATURAL PRODUCTS DISTRIBUTOR		3,433,609
Nature's Best, LLC	OUR PANTRY ORGANICS		3,851,989
Nature's Best, LLC	OUR PANTRY QUALITY ORGANICS		3,800,060
Nature's Best, LLC	CADIA		4,423,196
Nature's Best, LLC	CADIA		4,064,851
Nature's Best, LLC	CADIA		4,319,026
Nature's Best, LLC	CADIA ABUNDANCE OF SIMPLICITY		4,089,150
Nature's Best, LLC	CADIA		86/309,505
Nature's Best, LLC	CADIA		85/019,850
Nature's Best, LLC	CADIA		85/019,873
Nature's Best, LLC	CADIA ABUNDANCE OF SIMPLICITY		85/019,899
Name of Grantor	State	Trademark	Registration No. /Application No.
Nature's Best, LLC	TX	NATURE'S BEST	801487723
Nature's Best, LLC	TX	NATURE'S BEST (WITH DESIGN)	801487726
Nature's Best, LLC	AK	NATURE'S BEST (WITH DESIGN)	89298
Nature's Best, LLC	CA	NATURE'S BEST	66749
Nature's Best, LLC	CA	NATURE'S BEST (WITH DESIGN)	66853
Nature's Best, LLC	CO	NATURE'S BEST	20101422697
Nature's Best, LLC	CO	NATURE'S BEST (WITH DESIGN)	20101549167
Nature's Best, LLC	HI	NATURE'S BEST (WITH DESIGN)	4090854
Nature's Best, LLC	ID	NATURE'S BEST (WITH DESIGN)	20107
Nature's Best, LLC	MT	NATURE'S BEST (WITH DESIGN)	T-291 (45) – 27884
Nature's Best, LLC	NV	NATURE'S BEST (WITH DESIGN)	C20101207-0777
Nature's Best, LLC	NM	NATURE'S BEST	TK11042001
Nature's Best, LLC	NM	NATURE'S BEST (& LOGO)	TK11042002
Nature's Best, LLC	OR	NATURE'S BEST (WITH DESIGN)	S41479
Nature's Best, LLC	UT	NATURE'S BEST (WITH DESIGN)	7,807,660
Nature's Best, LLC	WA	NATURE'S BEST (WITH DESIGN)	54314
Nature's Best, LLC	WY	NATURE'S BEST (WITH DESIGN)	2010-000593784
Name of Grantor	Country	Trademark	Registration No. /Application No.
Nature's Best, LLC	Canada	CADIA	App No. 1,494,446
Nature's Best, LLC	Europe	CADIA	App No. 009866815
Nature's Best, LLC	Korea	CADIA	Reg No. 40-0986803
Nature's Best, LLC	Lebanon	CADIA	Reg No. 137473
Nature's Best, LLC	Mexico	CADIA	App No. 1264462
Nature's Best, LLC	Mexico	CADIA	Reg No. 1310647
Nature's Best, LLC	Mexico	CADIA	App No. 1264471
Nature's Best, LLC	Mexico	CADIA	Reg No. 1376417
Nature's Best, LLC	Mexico	CADIA	Reg No. 1403295

Nature's Best, LLC	Mexico	CADIA	Reg No. 1310526
Nature's Best, LLC	Mexico	CADIA	Reg No. 1307115
Nature's Best, LLC	Philippines	CADIA	Reg No. 4-2010-00009443
Nature's Best, LLC	China	CADIA	Reg No. 9332890
Nature's Best, LLC	China	CADIA	App No. 9332889
Nature's Best, LLC	China	CADIA	Reg No. 9332888
Nature's Best, LLC	China	CADIA	App No. 9332887
Nature's Best, LLC	China	CADIA	Reg No. 9332766
Nature's Best, LLC	China	CADIA	App No. 9332993
Nature's Best, LLC	China	CADIA	App No. 9332886
Nature's Best, LLC	Canada	CADIA (PLUS DESIGN)	App No. 1,494,552
Nature's Best, LLC	Korea	CADIA (PLUS DESIGN	Reg No. 40-0986805
Nature's Best, LLC	Lebanon	CADIA (PLUS DESIGN	Reg No. 137474
Nature's Best, LLC	Mexico	CADIA (PLUS DESIGN	App No. 1264455
Nature's Best, LLC	Mexico	CADIA (PLUS DESIGN	Reg No. 1307685
Nature's Best, LLC	Mexico	CADIA (PLUS DESIGN	Reg No. 1373728
Nature's Best, LLC	Mexico	CADIA (PLUS DESIGN	App No. 1264459
Nature's Best, LLC	Mexico	CADIA (PLUS DESIGN	Reg No. 13761416
Nature's Best, LLC	Mexico	CADIA (PLUS DESIGN	Reg No. 1403294
Nature's Best, LLC	Mexico	CADIA (PLUS DESIGN	Reg No. 1308712
Nature's Best, LLC	Mexico	CADIA (PLUS DESIGN	Reg No. 1308711
Nature's Best, LLC	Philippines	CADIA ABUNDANCE OF SIMPLICITY	Reg No. 4-2010-00009442