

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322255

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Maine Natural Health Co.		10/31/2014	CORPORATION: MAINE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Berkshire Bank		
<b>Street Address:</b>	One Van de Graaf Drive, Suite 202		
<b>City:</b>	Burlington		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01803		
<b>Entity Type:</b>	Savings Bank: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4298209	SFH	
<b>Registration Number:</b>	4298212	STRONGER FASTER HEALTHIER	
<b>Registration Number:</b>	4298266		
<b>Registration Number:</b>	4301162	ALL SCIENCE/NO HYPE	
<b>Registration Number:</b>	4301426	SO3	
<b>Registration Number:</b>	4305087	SFH	
<b>Registration Number:</b>	4337718	MAINE NATURAL HEALTH	
<b>Registration Number:</b>	4624181	SFH FUEL	
<b>Serial Number:</b>	86410427	SFH PUSH	
<b>Serial Number:</b>	86209298	SFH RECOVERY	
<b>Serial Number:</b>	86283246	SFH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173672315		
<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>			
<b>Phone:</b>	617-973-6100		
<b>Email:</b>	gsmith@pbl.com		
<b>Correspondent Name:</b>	Gary W. Smith		
<b>Address Line 1:</b>	800 Boylston Street		
<b>Address Line 2:</b>	Posternak Blankstein & Lund LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
		<b>TRADEMARK</b>	

OP \$290.00 4298209

<b>NAME OF SUBMITTER:</b>	Gary W. Smith
<b>SIGNATURE:</b>	/Gary W Smith/
<b>DATE SIGNED:</b>	11/05/2014
<b>Total Attachments: 4</b> source=Executed Trademark Security Agreement for Maine Natural Health#page1.tif source=Executed Trademark Security Agreement for Maine Natural Health#page2.tif source=Executed Trademark Security Agreement for Maine Natural Health#page3.tif source=Executed Trademark Security Agreement for Maine Natural Health#page4.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of the 31st day of October, 2014, is by and between Maine Natural Health Co., a Maine corporation with a principal place of business at 825 Atlantic Highway, Warren, ME 04864, USA (the "Grantor"), and Berkshire Bank, having an address of One Van de Graaf Drive, Suite 202, Burlington, MA 01803, USA (the "Secured Party").

WHEREAS, the Grantor has entered into a certain revolving line of credit with the Secured Party, evidenced in part by a certain Revolving Line of Credit Note dated as of the 31st day of October, 2014 (the "Credit Agreement");

WHEREAS, as a condition of the Credit Agreement, the Grantor has executed and delivered to the Secured Party a Security Agreement dated as of the 31st day of October, 2014, made by the Grantor to the Secured Party (the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to the United States Patent and Trademark Office.

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

1. Grant of Security. The Grantor hereby pledge and grant to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):
  - a. the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
  - b. all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

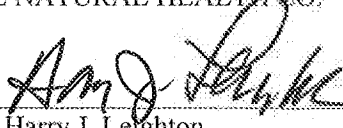
- d. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Collateral Agent.
3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.
4. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and delivered under seal as of the date first written above.

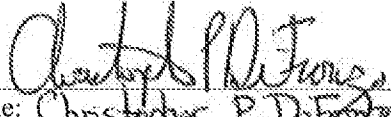
**GRANTOR:**

MAINE NATURAL HEALTH CO.

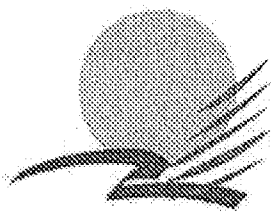

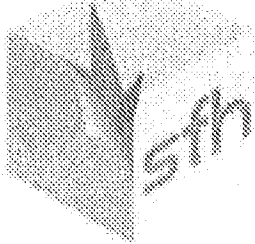
By:   
Name: Harry J. Leighton  
Title: President

**SECURED PARTY:**

BERKSHIRE BANK

By:   
Name: Christopher P. DeFazio  
Title: Vice President

SCHEDULE A

<b>COUNTRY</b>	<b>MARK</b>	<b>APP./REG. NO.</b>	<b>APP./REG. DATE</b>
United States	<b>SFH</b>	4,298,209	3/5/2013
United States	<b>STRONGER FASTER HEALTHIER</b>	4,298,212	3/5/2013
United States		4,298,266	3/5/2013
United States	<b>ALL SCIENCE/NO HYPE</b>	4,301,162	3/12/2013
United States	<b>SO3</b>	4,301,426	3/12/2013
United States		4,305,087	3/19/2013
United States	<b>MAINE NATURAL HEALTH</b>	4,337,718	5/21/2013
United States	<b>SFH FUEL</b>	4,624,181	10/21/2014
United States	<b>SFH PUSH</b>	86/410,427	9/30/2014
United States	<b>SFH RECOVERY</b>	86/209,298	3/3/2014
United States		86/283,246	5/16/2014