

12/15/2014



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Y

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

12/11/14

1. Name of conveying party(ies):

VIACTIV HOLDINGS LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Delaware Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 26, 2014

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: M&T BANK

Street Address: One M&T Plaza

City: Buffalo

State: New York

Country: United States Zip: 14203

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship New York
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

85/868648

B. Trademark Registration No.(s)

3631817, 3631821, 3454257, 3655097, 3454259, 2531197, 2465643, 2248302

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Berkowitz, Trager & Trager, LLC

Internal Address: Att: Ivana Money

Street Address: 8 Wright Street  
2nd Floor

City: Westport

State: Connecticut Zip: 06880

Phone Number: 203-226-1001

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240.00

- Authorized to be charged to deposit account
- Enclosed TRADEMARK PROCESS

8. Payment Information:

RECEIVED

DEC 11 2014

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Deposit Account Number 40.00 OP  
Authorized User Name TRADEMARK OFFICE 00.00 OP

9. Signature:

Signature

12/10/14

Date

Robert B. Weir

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

12-11-2014

TRADEMARK  
REEL: 005423 FRAME: 0402

Viactiv Holdings LLC

Trademark	Country	Registration Number	Application Number
VIACTIV LIFESTYLE	USA		85/868648
DON'T JUST TAKE YOUR VITAMIN, ENJOY IT	USA	3,631,817	76/672167
DON'T JUST TAKE YOUR CALCIUM, ENJOY IT	USA	3,631,821	76/676530
ACTIVE NUTRITION FOR GIRLS	USA	3,454,257	76/664494
START EVERY DAY VIBRANTLY	USA	3,655,097	76/672038
V VIACTIV FOR TEENS & DESIGN	USA	3,454,259	76/665928
ACTIVE NUTRITION FOR WOMEN BY WOMEN	USA	2,531,197	75/789014
VIACTIV V (STYLIZED)	USA	2,465,643	76/061305
VIACTIV	USA	2,248,302	75/366849

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November <sup>26<sup>th</sup></sup>, 2014, is made by VIACTIV HOLDINGS LLC, a Delaware limited liability company ("*Grantor*") for the benefit of M&T BANK, a New York banking corporation ("*Secured Party*").

Recitals

A. *Schedule A* hereto lists all registered trademarks and applications for trademarks in which Grantor is the owner.

B. Reference is made to (i) that certain Commercial Loan Agreement of even date herewith between Grantor and Secured Party (the "*Loan Agreement*"), (ii) that certain Daily Adjusting LIBOR Revolving Line Note of even date herewith of Grantor in favor of Secured Party in the original principal amount of \$2,500,000.00 (the "*Note*") and (iii) that certain Security Agreement of even date herewith, made by Grantor for the benefit of Secured Party (the "*Security Agreement*").

C. Pursuant to the Security Agreement, Grantor has granted to Secured Party a security interest in all of its assets.

D. Secured Party has required that Grantor execute this Agreement to evidence the security interest granted to Secured Party in any trademarks or trademark applications and for recording with the United States Patent and Trademark Office.

ACCORDINGLY, in consideration of the foregoing, Grantor hereby agrees as follows:

1. Definitions. Terms defined in the Security Agreement and not otherwise defined herein shall have the meanings given them in the Security Agreement. In addition, the following terms have the meanings set forth below:

"*Trademarks*" means all of Grantors' right, title and interest in and to: trademarks, service marks, certification marks, collective marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications referred to on *Schedule A* hereto (as such exhibit may be amended or supplemented from time to time); (ii) all renewals and extensions thereof; (iii) the goodwill of the business associated therewith and symbolized thereby; (iv) all rights corresponding to any of the foregoing throughout the world; (v) all rights to sue at law or in equity for any past, present and future

infringement, misappropriation, dilution, violation or other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore; and (vi) all payments, income and royalties and rights to payments, income and royalties arising out of the sale, lease, license assignment or other disposition thereof.

“*Event of Default*” means an Event of Default, as defined in the Loan Agreement, the Note or any other loan agreement or security agreement now in existence or hereafter entered into by Grantor and Secured Party in connection with the Loan Agreement.

2. Security Interest. In order to secure the Obligations, Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest, with power of sale to the extent permitted by law, in the Trademarks. This security interest is in any and all rights that may exist or hereafter arise under any trademark law now or hereinafter in effect in the United States of America or in any other country.

3. Representations and Warranties. Grantor represents and warrants that it owns each of the Trademarks listed on *Schedule A*, free and clear of any lien or encumbrance, and that the Trademarks listed on *Schedule A* include all Trademarks owned or controlled by Grantor as of the effective date hereof.

4. Satisfaction. Upon full payment or satisfaction of the Obligations and termination of the Note, this Agreement and the rights granted hereunder to Secured Party shall terminate and be of no further force and effect. At the request and sole expense of Grantor following any such termination, Secured Party shall execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

5. Administration of Trademarks. As long as no Event of Default shall have occurred and be continuing, Grantor may control and manage the Trademarks, including the right to receive and use the income, revenue, profits and royalties that arise from the use of the Trademarks and any licenses thereunder, in the same manner and to the same extent as if this Agreement had not been entered into. Grantor shall give Secured Party prompt notice of any material change in the status of said Trademarks or Grantor’s rights thereunder.

6. Protection of Trademarks. Grantor covenants that it will at its own expense protect, defend and maintain the Trademarks to the extent reasonably advisable in its business, provided that if Grantor fails to do so after the occurrence and during the continuation of an Event of Default, Secured Party may (but shall have no obligation to) do so in Grantor’s name or in Secured Party’s name, but at Grantor’s expense, and Grantor shall reimburse Secured Party in full for all expenses, including reasonable attorney’s fees incurred by Secured Party in protecting, defending and maintaining the Trademarks.

7. Remedies. Upon the occurrence of an Event of Default and during the continuation thereof, Secured Party may, at its option, exercise any one or more of the following remedies: (a) exercise all rights and remedies available under the UCC or under any applicable

law; (b) sell, assign, transfer, pledge, encumber or otherwise dispose of any Trademark; (c) enforce any Trademark and any licenses thereunder; and/or (d) exercise or enforce any or all other rights or remedies available to Secured Party by law or agreement against the Trademarks, against Grantor or against any other person or property. If Secured Party shall exercise any remedy under this Agreement, Grantor shall, at the reasonable request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid thereof. For the purposes of this Section 7, Grantor appoints Secured Party as its attorney-in-fact with the right, but not the duty, to endorse Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to (i) act in its own name or enforce or use the Trademarks, (ii) grant or issue any exclusive or non-exclusive licenses under the Trademarks to any third party, and/or (iii) sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of any Trademark. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until satisfaction of this Agreement in accordance with Section 4 hereof. Grantor shall reimburse Secured Party for all reasonable attorney's fees and expenses of all types incurred by Secured Party, or its counsel, in connection with the exercise of the rights of Secured Party under this Agreement.

8. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of Grantor and Secured Party with respect to the Trademarks shall in all respects be governed by the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

VIActiv HOLDINGS LLC

By: VIActiv HOLDINGS MANAGEMENT  
INC., its Manager

By: \_\_\_\_\_

Name:

Title:

*Martin Sands*

M&T BANK

By: \_\_\_\_\_

John Parisio, Jr.

Duly Authorized

**IN WITNESS WHEREOF**, the parties have executed this Trademark Security Agreement as of the date written above.

VIACTIV HOLDINGS LLC

By: VIACTIV HOLDINGS MANAGEMENT  
INC., its Manager

By: \_\_\_\_\_

Name:

Title:

M&T BANK

By: \_\_\_\_\_

John Parisio, Jr.

Duly Authorized

**Trademarks and Trademark Applications**