TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329768

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ISI Brands Inc.		01/22/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	Penta Mezzanine SBIC Fund I, L.P.
Street Address:	20 N. Orange Avenue, Suite 1550
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32801
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 142

Property Type	Number	Word Mark
Registration Number:	4618026	100% WHEY FUEL
Registration Number:	3230987	100% WHEY PROTEIN FUEL
Registration Number:	1382984	ALLERDOPHILUS
Registration Number:	1428089	ALLERGY FIGHTERS
Registration Number:	1380032	ALLERGY-C
Registration Number:	1759398	ALVITA
Registration Number:	1437049	AMINO FUEL
Registration Number:	1509858	ANABOLIC FUEL
Registration Number:	1502771	ANIMAL FRIENDS
Registration Number:	3198160	ANSWERS. FOR LIFE.
Registration Number:	3606486	AQUA SLIM
Registration Number:	1167990	BIO-FORMED
Registration Number:	1333948	CAL-QUICK
Registration Number:	1432677	CARDIO-CARE
Registration Number:	1119092	CHER-AMINO
Registration Number:	2652592	CHOLESTEROL SUCCESS
Registration Number:	1912216	CHOLINE COCKTAIL
Registration Number:	1583283	CHROMIC FUEL
Registration Number:	1632890	CITRUS-POWER

CH $3565.00 4618026

Property Type	Number	Word Mark
Registration Number:	2476268	CLA FUEL
Registration Number:	1864175	CREATINE FUEL
Registration Number:	3283489	CREATINE NITRATE 3 FUEL
Registration Number:	3045083	DAILY ONE CAPS
Registration Number:	3137889	DAILY TWO CAPS
Registration Number:	1544159	DIET FUEL
Registration Number:	4622408	DIET FUEL BIKINI
Registration Number:	3680981	ELECTROLYTE FUEL
Registration Number:	1148634	ENDURANCE
Registration Number:	4029039	ENDURANCE FUEL
Registration Number:	3581587	ENDURANCE FUEL
Registration Number:	2595723	ENERGY FUEL
Registration Number:	1374544	EVER-SLENDER
Registration Number:	1281261	FIBERSOL
Registration Number:	4275898	FUEL FOR THE DRIVEN
Registration Number:	1508880	GAINERS FUEL
Registration Number:	1777621	GENTLE C-250
Registration Number:	1954899	GLUTAMINE FUEL
Registration Number:	3474964	HAIR FACTORS
Registration Number:	2139522	HERBAL REMETEAS
Registration Number:	2185075	HMB FUEL
Registration Number:	1597121	HUMAN MACHINE OIL
Registration Number:	1655100	HYDRA FUEL
Registration Number:	1428090	IMMUNE PROTECTORS
Registration Number:	2066656	JOINT FUEL
Registration Number:	3219034	KRILL ESSENTIALS
Registration Number:	3895546	LIFE FUEL
Registration Number:	1417161	LIQUI-E
Registration Number:	1295575	LIQUI-K
Registration Number:	1121723	LPP
Registration Number:	915606	LPP
Registration Number:	3642139	MALE FUEL
Registration Number:	3969112	MARINE FRIENDS
Registration Number:	1692371	MASS FUEL
Registration Number:	1321725	MAXILIFE
Registration Number:	3923368	MAXIVIDA
Registration Number:	1597123	MCT FUEL
Registration Number:	3500800	MEDITERRANEAN DETOXITEA

Property Type	Number	Word Mark
Registration Number:	2186898	MEGA GLUTAMINE FUEL
Registration Number:	2188532	MEGA HMB FUEL
Registration Number:	3296602	MEGA SOY
Registration Number:	3195973	MEN'S ULTRA DAILY
Registration Number:	4016187	METABO FUEL
Registration Number:	3951091	METABOFUEL
Registration Number:	2282986	METABOLIFE
Registration Number:	1827188	METABOLIFE
Registration Number:	2778218	METABOLIFE
Registration Number:	2764598	METABOLIFE
Registration Number:	4244761	METABOLIFE
Registration Number:	2834196	METABOLIFE ULTRA
Registration Number:	1782018	METABOLIFT
Registration Number:	1636638	MORE OF NATURE'S GOODNESS
Registration Number:	4622403	MVP FUEL
Registration Number:	3134064	NITRATE3 FUEL SHOT
Registration Number:	3755216	NITRIC FUEL
Registration Number:	1784724	OCUGUARD
Registration Number:	1763989	OPTI-CAL
Registration Number:	3990858	OPTI FUEL
Registration Number:	1584280	OPTI FUEL
Registration Number:	1698746	PHOS FUEL
Registration Number:	1400866	POWER
Registration Number:	1709127	POWER FUEL
Registration Number:	3074261	PROFUEL
Registration Number:	3534981	PURE FUEL
Registration Number:	3384899	RADICAL FIGHTERS
Registration Number:	2090920	REMETEAS
Registration Number:	1773392	RIPPED FUEL
Registration Number:	4622409	RIPPED FUEL PHYSIQUE
Registration Number:	1635933	SKINNY FORMULA
Registration Number:	2264046	SMART FUEL
Registration Number:	1471933	STRESSMATES
Registration Number:	1364129	STRESS-RELEASE
Registration Number:	1954900	SUPER VANADYL FUEL
Registration Number:	4102835	THE DEFINITION OF DEFINITION
Registration Number:	1692361	THE LEADER IN SPORTS NUTRITION
Registration Number:	2997924	THE SCIENCE BEHIND THE SIZE

Property Type	Number	Word Mark
Registration Number:	1500151	TRI-BORON
Registration Number:	3387643	TRIBULUS FUEL
Registration Number:	3573391	TWINCAL
Registration Number:	1603361	TWINFAST
Registration Number:	1298349	TWINLAB
Registration Number:	1577237	TWINLAB
Registration Number:	2267492	TWINLAB.COM
Registration Number:	2913736	TWINSORB
Registration Number:	1540057	ULTRA FUEL
Registration Number:	1781039	VEGE FUEL
Registration Number:	3848327	VITA FUEL
Registration Number:	1192419	VITA QUICK
Registration Number:	3098504	VITAL MEMORY
Registration Number:	4351095	WHEY FUEL
Registration Number:	3135447	WOMEN'S ULTRA DAILY
Registration Number:	1369779	YEAST FIGHTERS
Serial Number:	86398950	APATRIM
Serial Number:	86086761	BIKINI BLEND
Serial Number:	86086758	BIKINI FORMULA
Serial Number:	85538435	BLOOD SUGAR SUCCESS
Serial Number:	86013951	BREAKFAST FUEL
Serial Number:	85417472	B-SLIM
Serial Number:	86013963	CHAMPION FUEL
Serial Number:	86013957	CHAMPION FUEL
Serial Number:	86376774	CHAOS FUEL
Serial Number:	86160081	CLEAN BURN
Serial Number:	85899265	FOOD-BASED ULTRA DAILY
Serial Number:	85645950	HER2O
Serial Number:	85645953	HER2O
Serial Number:	86376789	KAOS FUEL
Serial Number:	86101776	KO FUEL
Serial Number:	86101779	KRILL OMEGA FUEL
Serial Number:	85512981	MEMORY FUEL
Serial Number:	86013937	METABOLIFE
Serial Number:	86279686	MULTI FUEL
Serial Number:	85772325	NATURE'S GOODNESS
Serial Number:	86030066	NATUR-PHARMA
Serial Number:	85772341	NITRO FUEL

Property Type	Number	Word Mark
Serial Number:	86100106	OMEGA FUEL
Serial Number:	85728168	PRO FUEL
Serial Number:	85512989	SENIOR'S ULTRA DAILY
Serial Number:	86444406	SMART DOSING
Serial Number:	85636981	STRENGTH FUEL
Serial Number:	86083384	TEST FUEL
Serial Number:	85888777	ULTRA HARVEST
Serial Number:	85728148	VITA QUICK
Serial Number:	86403267	WICKED SMART

CORRESPONDENCE DATA

Fax Number: 2129408776

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: 212-940-6522
Email: christine.guthrie@kattenlaw.com
Correspondent Name: Christine Guthrie
Address Line 1: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	385626-00002
NAME OF SUBMITTER:	Christine Guthrie
SIGNATURE:	/christine guthrie/
DATE SIGNED:	01/22/2015

Total Attachments: 18
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of this 22nd day of January, 2015, by **ISI BRANDS INC.**, a Michigan corporation, ("**Grantor**"), in favor of **PENTA MEZZANINE SBIC FUND I, L.P.**, in its capacity as Purchaser under the Note Purchase Agreement (defined below) (together with its successors and assigns, "**Grantee**"):

RECITALS

A. Grantor, TWINLAB CONSOLIDATED HOLDINGS, INC., a Nevada corporation, TWINLAB CONSOLIDATION CORPORATION, a Delaware corporation, TWINLAB HOLDINGS, INC., a Michigan corporation, TWINLAB CORPORATION, a Delaware corporation, TCC CM SUBCO I, INC., a Delaware corporation, and TCC CM SUBCO II, INC., a Delaware corporation (individually, each a "**Company**" and collectively, the "**Companies**") and Grantee are parties to that certain Note and Warrant Purchase Agreement dated November 13, 2014 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "**Note Purchase Agreement**"), pursuant to which Purchaser has agreed to purchase from Companies secured promissory notes.

B. Pursuant to the terms of the Note Purchase Agreement, the Security Agreement dated as of November 13, 2014 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "**Security Agreement**") between Grantor, each other Company and Grantee, and certain other Transaction Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee a security interest in (among other assets as described in the Note Purchase Agreement and the Security Agreement) all general intangibles of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, "**Trademarks**"), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the "**Trademark Licenses**"), (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of the "Obligations," as defined in the Note Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Note Purchase Agreement, Security Agreement and Transaction Documents. The Note Purchase Agreement, the Security Agreement and the other Transaction Documents and the terms and provisions thereof are hereby incorporated herein in their entirety

by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Note Purchase Agreement or Security Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Transaction Document, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Note Purchase Agreement, the Security Agreement and the other Transaction Documents of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing and hereafter created, acquired or arising:

(a) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Post-Closing Deliveries. Grantor shall at all times comply with the provisions of the Note Purchase Agreement and the Security Agreement (as each agreement may from time to time hereafter be amended, modified or restated) relating to this Agreement, including, but not limited to, reporting requirements under Section 5.1 of the Note Purchase Agreement and further assurances to deliver supplements pursuant to Section 5.4 of the Note Purchase Agreement. Any supplements, which shall be in the form of **Exhibit A** hereto to this Agreement which are delivered in connection with the provisions of the Note Purchase Agreement may be and are intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee that **Schedule 1** sets forth a full, complete and correct list of all issued Trademarks and pending trademark applications, owned by Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Note Purchase Agreement, the Security Agreement or any other Transaction Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of New York from time to time.

6. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE

CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(Signature Pages Follow)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

ISI BRANDS INC., a Michigan corporation

By: _____
Name: Thomas A. Tolworthy
Title: Chief Executive Officer and President

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

PENTA MEZZANINE SBIC FUND I, L.P., a Delaware limited partnership, as Grantee

By: Penta Mezzanine SBIC Fund I GP, LLC, its General Partner

By: _____
Name: Richard E. Mount
Title: Authorized Member

Schedule 1

Trademark Applications

OWNER	TRADEMARK	DATE FILED	APPLICATION NUMBER
ISI BRANDS INC.	APATRIM	9/18/2014	86/398,950
ISI BRANDS INC.	BIKINI BLEND	10/9/2013	86/086,761
ISI BRANDS INC.	BIKINI FORMULA	10/9/2013	86/086,758
ISI BRANDS INC.	BLOOD SUGAR SUCCESS	2/9/2012	85/538,435
ISI BRANDS INC.	BREAKFAST FUEL (in Class 5)	7/18/2013	86/013,951
ISI BRANDS INC.	B-SLIM	9/8/2011	85/417,472
ISI BRANDS INC.	CHAMPION FUEL (in Class 30)	7/18/2013	86/013,963
ISI BRANDS INC.	CHAMPION FUEL (in Class 5)	7/18/2013	86/013,957
ISI BRANDS INC.	CHAOS FUEL	8/26/2014	86/376,774
ISI BRANDS INC.	CLEAN BURN	1/8/2014	86/160,081
ISI BRANDS INC.	FOOD-BASED ULTRA DAILY	4/9/2013	85/899,265
ISI BRANDS INC.	HER2O	6/7/2012	85/645,950
ISI BRANDS INC.	HER2O (and Design)	6/7/2012	85/645,953
ISI BRANDS INC.	KAOS FUEL	8/26/2014	86/376,789
ISI BRANDS INC.	KO FUEL	10/25/2013	86/101,776
ISI BRANDS INC.	KRILL OMEGA FUEL	10/25/2013	86/101,779
ISI BRANDS INC.	MEMORY FUEL	1/10/2012	85/512,981
ISI BRANDS INC.	METABOLIFE	7/18/2013	86/013,937
ISI BRANDS INC.	MULTI FUEL	5/13/2014	86/279,686
ISI BRANDS INC.	NATURE'S GOODNESS	11/6/2012	85/772,325
ISI BRANDS INC.	NATUR-PHARMA	8/6/2013	86/030,066
ISI BRANDS INC.	NITRO FUEL	11/6/2012	85/772,341

OWNER	TRADEMARK	DATE FILED	APPLICATION NUMBER
ISI BRANDS INC.	OMEGA FUEL	10/24/2013	86/100,106
ISI BRANDS INC.	PRO FUEL	9/13/2012	85/728,168
ISI BRANDS INC.	SENIOR'S ULTRA DAILY	1/10/2012	85/512,989
ISI BRANDS, INC.	SMART DOSING	11/4/2014	86/444,406
ISI BRANDS INC.	STRENGTH FUEL	5/29/2012	85/636,981
ISI BRANDS INC.	TEST FUEL	10/4/2013	86/083,384
ISI BRANDS INC.	ULTRA HARVEST	3/28/2013	85/888,777
ISI BRANDS INC.	VITA QUICK	9/13/2012	85/728,148
ISI BRANDS INC.	WICKED SMART	9/23/2014	86/403,267

Trademarks

OWNER	TRADEMARK	DATE FILED	APPLICATION NUMBER	DATE REGISTERED	REGISTRATION NUMBER
ISI BRANDS INC.	100%WHEY FUEL	8/31/2012	85/718,368	10/7/2014	4,618,026
ISI BRANDS INC.	100% WHEY PROTEIN FUEL	3/9/2005	78/583,381	4/17/2007	3,230,987
ISI BRANDS INC.	ALLERDOPHILUS	6/17/1985	73/543,549	2/18/1986	1,382,984
ISI BRANDS INC.	ALLERGY FIGHTERS	6/20/1986	73/605,365	2/10/1987	1,428,089
ISI BRANDS INC.	ALLERGY-C	6/17/1985	73/543,448	1/28/1986	1,380,032
ISI BRANDS INC.	ALVITA	8/22/1991	74/197,710	3/23/1993	1,759,398
ISI BRANDS INC.	AMINO FUEL	8/18/1986	73/615,325	4/21/1987	1,437,049
ISI BRANDS INC.	ANABOLIC FUEL	9/30/1987	73/687,095	10/25/1988	1,509,858

OWNER	TRADEMARK	DATE FILED	APPLICATION NUMBER	DATE REGISTERED	REGISTRATION NUMBER
ISI BRANDS INC.	ANIMAL FRIENDS	11/25/1987	73/697,655	9/6/1988	1,502,771
ISI BRANDS INC.	ANSWERS. FOR LIFE.	6/8/2005	78/645,965	1/16/2007	3,198,160
ISI BRANDS INC.	AQUA SLIM	1/16/2007	77/083,484	4/14/2009	3,606,486
ISI BRANDS INC.	BIO-FORMED	1/16/1980	73/246,305	9/8/1981	1,167,990
ISI BRANDS INC.	CAL-QUICK	8/16/1984	73/495,189	5/7/1985	1,333,948
ISI BRANDS INC.	CARDIO-CARE	7/17/1986	73/609,839	3/17/1987	1,432,677
ISI BRANDS INC.	CHER-AMINO	7/5/1978	73/177,262	5/29/1979	1,119,092
ISI BRANDS INC.	CHOLESTEROL SUCCESS	4/16/2001	76/240,451	11/19/2002	2,652,592
ISI BRANDS INC.	CHOLINE COCKTAIL	1/10/1994	74/477,902	8/15/1995	1,912,216
ISI BRANDS INC.	CHROMIC FUEL	5/12/1989	73/799,719	2/20/1990	1,583,283
ISI BRANDS INC.	CITRUS-POWER	12/18/1989	74/011,383	1/29/1991	1,632,890
ISI BRANDS INC.	CLA FUEL	1/26/1999	75/627,845	8/7/2001	2,476,268
ISI BRANDS INC.	CREATINE FUEL	9/17/1993	74/436,847	11/22/1994	1,864,175
ISI BRANDS INC.	CREATINE NITRATE 3 FUEL	5/11/2004	78/416,671	8/21/2007	3,283,489
ISI BRANDS INC.	DAILY ONE CAPS	6/29/2004	78/443,055	1/17/2006	3,045,083
ISI BRANDS INC.	DAILY TWO CAPS	6/29/2004	78/443,066	9/5/2006	3,137,889
ISI BRANDS INC.	DIET FUEL	10/24/1988	73/759,604	6/20/1989	1,544,159
ISI BRANDS, INC.	DIET FUEL BIKINI	10/9/2013	86/086,747	10/14/2014	4,622,408
ISI BRANDS INC.	ELECTROLYTE FUEL	5/20/2008	77/479,037	9/8/2009	3,680,981
ISI BRANDS INC.	ENDURANCE	5/15/1978	73/170,471	3/24/1981	1,148,634

OWNER	TRADEMARK	DATE FILED	APPLICATION NUMBER	DATE REGISTERED	REGISTRATION NUMBER
ISI BRANDS INC.	ENDURANCE FUEL (in Class 32)	9/17/2007	77/281,218	9/20/2011	4,029,039
ISI BRANDS INC.	ENDURANCE FUEL (in Class 5)	9/17/2007	77/975,974	2/24/2009	3,581,587
ISI BRANDS INC.	ENERGY FUEL	11/9/2000	76/161,866	7/16/2002	2,595,723
ISI BRANDS INC.	EVER-SLENDER	4/22/1985	73/533,190	12/10/1985	1,374,544
ISI BRANDS INC.	FIBERSOL	6/22/1983	73/431,635	6/12/1984	1,281,261
ISI BRANDS INC.	FUEL FOR THE DRIVEN	8/9/2012	85/699,377	1/15/2013	4,275,898
ISI BRANDS INC.	GAINERS FUEL	12/7/1987	73/699,614	10/18/1988	1,508,880
ISI BRANDS INC.	GENTLE C-250	7/14/1992	74/294,218	6/22/1993	1,777,621
ISI BRANDS INC.	GLUTAMINE FUEL	3/16/1995	74/647,458	2/6/1996	1,954,899
ISI BRANDS INC.	HAIR FACTORS	6/26/2007	77/215,324	7/29/2008	3,474,964
ISI BRANDS INC.	HERBAL REMETEAS	1/23/1996	75/046,645	2/24/1998	2,139,522
ISI BRANDS INC.	HMB FUEL	3/21/1997	75/261,691	8/25/1998	2,185,075
ISI BRANDS INC.	HUMAN MACHINE OIL	9/1/1989	73/822,901	5/22/1990	1,597,121
ISI BRANDS INC.	HYDRA FUEL	2/8/1990	74/026,992	8/27/1991	1,655,100
ISI BRANDS INC.	IMMUNE PROTECTORS	6/20/1986	73/605,530	2/10/1987	1,428,090
ISI BRANDS INC.	JOINT FUEL	2/29/1996	75/065,349	6/3/1997	2,066,656
ISI BRANDS INC.	KRILL ESSENTIALS	3/9/2005	78/583,376	3/13/2007	3,219,034
ISI BRANDS INC.	LIFE FUEL	3/20/2002	78/116,334	12/21/2010	3,895,546
ISI BRANDS INC.	LIQUI-E	3/10/1986	73/587,394	11/18/1986	1,417,161
ISI BRANDS INC.	LIQUI-K	3/28/1983	73/419,003	9/18/1984	1,295,575

OWNER	TRADEMARK	DATE FILED	APPLICATION NUMBER	DATE REGISTERED	REGISTRATION NUMBER
ISI BRANDS INC.	LPP	7/3/1978	73/177,005	7/10/1979	1,121,723
ISI BRANDS INC.	LPP (Stylized)	11/24/1969	72/344469	6/29/1971	915,606
ISI BRANDS INC.	MALE FUEL	5/14/2008	77/474,273	6/23/2009	3,642,139
ISI BRANDS INC.	MARINE FRIENDS	4/29/2010	85/026,306	5/31/2011	3,969,112
ISI BRANDS INC.	MASS FUEL	8/28/1990	74/092,380	6/9/1992	1,692,371
ISI BRANDS INC.	MAXILIFE (and Design)	11/22/1982	73/403,632	2/26/1985	1,321,725
ISI BRANDS INC.	MAXIVIDA	3/22/2007	77/137,789	2/22/2011	3,923,368
ISI BRANDS INC.	MCT FUEL	9/1/1989	73/822,904	5/22/1990	1,597,123
ISI BRANDS INC.	MEDITERRANEAN DETOXITEA	7/11/2007	77/227,170	9/16/2008	3,500,800
ISI BRANDS INC.	MEGA GLUTAMINE FUEL	6/27/1997	75/315,919	9/1/1998	2,186,898
ISI BRANDS INC.	MEGA HMB FUEL	3/21/1997	75/261,607	9/8/1998	2,188,532
ISI BRANDS INC.	MEGA SOY	12/11/2006	77/061,500	9/25/2007	3,296,602
ISI BRANDS INC.	MEN'S ULTRA DAILY	7/26/2005	78/678,385	1/9/2007	3,195,973
ISI BRANDS INC.	METABO FUEL	5/18/2007	77/184,791	8/23/2011	4,016,187
ISI BRANDS INC.	METABOFUEL	5/18/2007	77/184,796	4/26/2011	3,951,091
ISI BRANDS INC.	METABOLIFE	6/4/1998	75/496,048	10/5/1999	2,282,986
ISI BRANDS INC.	METABOLIFE	6/29/1993	74/407,331	3/22/1994	1,827,188
ISI BRANDS INC.	METABOLIFE	10/16/2000	76/147,045	10/28/2003	2,778,218
ISI BRANDS INC.	METABOLIFE (and Design)	10/4/1999	75/813,737	9/16/2003	2,764,598
ISI BRANDS INC.	METABOLIFE (in Class 5)	1/19/2012	85/520,053	11/20/2012	4,244,761

OWNER	TRADEMARK	DATE FILED	APPLICATION NUMBER	DATE REGISTERED	REGISTRATION NUMBER
ISI BRANDS INC.	METABOLIFE ULTRA	7/7/2003	76/527,974	4/20/2004	2,834,196
ISI BRANDS INC.	METABOLIFT	7/16/1992	74/295,319	7/13/1993	1,782,018
ISI BRANDS INC.	MORE OF NATURE'S GOODNESS	12/18/1989	74/011,448	3/5/1991	1,636,638
ISI BRANDS, INC.	MVP FUEL	10/4/2013	86/082,595	10/4/14	4,622,403
ISI BRANDS INC.	NITRATE3 FUEL SHOT	9/15/2004	78/483,817	8/22/2006	3,134,064
ISI BRANDS INC.	NITRIC FUEL	11/6/2007	77/322,195	3/2/2010	3,755,216
ISI BRANDS INC.	OCUGUARD	7/19/1990	74/079,710	7/27/1993	1,784,724
ISI BRANDS INC.	OPTI-CAL	10/3/1991	74/210,279	4/13/1993	1,763,989
ISI BRANDS INC.	OPTI FUEL	2/11/2010	77/933,569	7/5/2011	3,990,858
ISI BRANDS INC.	OPTI FUEL (and Design)	5/4/1988	73/726,353	2/27/1990	1,584,280
ISI BRANDS INC.	PHOS FUEL	8/14/1991	74/194,647	7/7/1992	1,698,746
ISI BRANDS INC.	POWER	4/22/1985	73/533,183	7/15/1986	1,400,866
ISI BRANDS INC.	POWER FUEL	1/5/1990	74/016,542	8/18/1992	1,709,127
ISI BRANDS INC.	PROFUEL	6/10/2003	78/260,767	3/28/2006	3,074,261
ISI BRANDS INC.	PURE FUEL	8/9/2007	77/250,883	11/18/2008	3,534,981
ISI BRANDS INC.	RADICAL FIGHTERS	6/26/2007	77/215,298	2/19/2008	3,384,899
ISI BRANDS INC.	REMETEAS	6/13/1996	75/118,446	8/26/1997	2,090,920
ISI BRANDS INC.	RIPPED FUEL	5/7/1992	74/273,612	5/25/1993	1,773,392
ISI BRANDS, INC.	RIPPED FUEL PHYSIQUE	10/9/2013	86/086,753	10/14/14	4,622,409
ISI BRANDS INC.	SKINNY FORMULA	12/18/1989	74/011,619	2/26/1991	1,635,933

OWNER	TRADEMARK	DATE FILED	APPLICATION NUMBER	DATE REGISTERED	REGISTRATION NUMBER
ISI BRANDS INC.	SMART FUEL (and Design)	7/3/1997	75/319,223	7/27/1999	2,264,046
ISI BRANDS INC.	STRESSMATES	6/1/1987	73/664,059	1/12/1988	1,471,933
ISI BRANDS INC.	STRESS-RELEASE	4/22/1985	73/533,191	10/8/1985	1,364,129
ISI BRANDS INC.	SUPER VANADYL FUEL	3/16/1995	74/647,459	2/6/1996	1,954,900
ISI BRANDS INC.	THE DEFINITION OF DEFINITION	1/14/2010	77/911,716	2/21/2012	4,102,835
ISI BRANDS INC.	THE LEADER IN SPORTS NUTRITION	6/13/1990	74/068,532	6/9/1992	1,692,361
ISI BRANDS INC.	THE SCIENCE BEHIND THE SIZE	7/28/2004	78/458,064	9/20/2005	2,997,924
ISI BRANDS INC.	TRI-BORON	1/22/1988	73/706,975	8/16/1988	1,500,151
ISI BRANDS INC.	TRIBULUS FUEL	12/12/2006	77/062,112	2/26/2008	3,387,643
ISI BRANDS INC.	TWINCAL (in Class 32)	7/19/2007	77/233,324	2/10/2009	3,573,391
ISI BRANDS INC.	TWINFAST	3/20/1989	73/787,906	6/26/1990	1,603,361
ISI BRANDS INC.	TWINLAB	8/11/1983	73/438,942	10/2/1984	1,298,349
ISI BRANDS INC.	TWINLAB	5/30/1989	73/803,412	1/16/1990	1,577,237
ISI BRANDS INC.	TWINLAB.COM	4/12/1996	75/087,889	8/3/1999	2,267,492
ISI BRANDS INC.	TWINSORB	6/27/2003	76/526,266	12/21/2004	2,913,736
ISI BRANDS INC.	ULTRA FUEL	9/26/1988	73/754,136	5/23/1989	1,540,057
ISI BRANDS INC.	VEGE FUEL	7/27/1992	74/298,473	7/13/1993	1,781,039
ISI BRANDS INC.	VITA FUEL	7/24/2008	77/530,668	9/14/2010	3,848,327
ISI BRANDS INC.	VITA QUICK (and design)	11/7/1980	73/285,109	3/23/1982	1,192,419
ISI BRANDS INC.	VITAL MEMORY	5/14/2003	76/525,806	5/30/2006	3,098,504

OWNER	TRADEMARK	DATE FILED	APPLICATION NUMBER	DATE REGISTERED	REGISTRATION NUMBER
ISI BRANDS INC.	WHEY FUEL	2/14/2012	85/542,440	6/11/2013	4,351,095
ISI BRANDS INC.	WOMEN'S ULTRA DAILY	7/26/2005	78/678,376	8/29/2006	3,135,447
ISI BRANDS INC.	YEAST FIGHTERS	4/29/1985	73/534,982	11/12/1985	1,369,779

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "Supplement") made as of this __ day of _____, 201__ by [_____] (the "Grantor"), in favor of **PENTA MEZZANINE SBIC FUND I, L.P.**, a Delaware limited partnership, in its capacity as Purchaser under the Note Purchase Agreement (as defined in the Trademark Agreement) (together with its successors and assigns, "Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor and Grantee are parties to that certain Note and Warrant Purchase Agreement dated as of November 13, 2014 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement");

WHEREAS, Grantor and Grantee are parties to that certain Security Agreement dated as of November 13, 2014 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of January 22, 2015 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor's now existing and hereafter New Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

(i) 1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Note Purchase Agreement, the Security Agreement or any other Transaction Document, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Note Purchase Agreement, the Security Agreement and the other Transaction Documents, specifically including the Trademark

Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Transaction Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signatures on Following Page]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

[_____]

By:_____
Name: _____
Title: _____

TRADEMARK
REEL: 005445 FRAME: 0493

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

PENTA MEZZANINE SBIC FUND I, L.P., a Delaware limited partnership, as Grantee

By: Penta Mezzanine SBIC Fund I GP, LLC, its General Partner

By:_____
Name: Richard E. Mount
Title: Authorized Member

SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____ ___, 201__

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services