

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM336174

<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>
Quest Nutrition, LLC		03/25/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OneWest Bank N.A., as administrative agent for the Lenders		
<b>Street Address:</b>	888 East Walnut Street		
<b>Internal Address:</b>	HQ-05-01		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4598866	CHEATCLEAN	
<b>Serial Number:</b>	86494500	CHEATCLEAN	
<b>Serial Number:</b>	86367405	CRUNCHCLEAN	
<b>Registration Number:</b>	4591303	QUEST	
<b>Serial Number:</b>	86462416	QUEST	
<b>Registration Number:</b>	4626381	QUEST ALLSTRIKE	
<b>Registration Number:</b>	3703004	QUEST BAR	
<b>Serial Number:</b>	86462419	QUEST BAR	
<b>Registration Number:</b>	4290313	QUEST CRAVINGS	
<b>Registration Number:</b>	3703003	QUEST NUTRITION	
<b>Serial Number:</b>	86462410	QUEST NUTRITION	
<b>Registration Number:</b>	4477780	QUEST PASTA	
<b>Serial Number:</b>	86345074	QUEST PROTEIN CHIPS	
<b>Serial Number:</b>	86444804	QUEST PROTEIN POWDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3107884471		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 310-788-4442  
**Email:** vickie.lee@kattenlaw.com  
**Correspondent Name:** Vickie Lee c/o Katten Muchin  
**Address Line 1:** 2029 Century Park East  
**Address Line 2:** Suite 2600  
**Address Line 4:** Los Angeles, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	382378.00053
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<b>NAME OF SUBMITTER:</b>	Vickie Lee
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<b>SIGNATURE:</b>	/Vickie Lee/
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<b>DATE SIGNED:</b>	03/25/2015
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**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of March 25, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by QUEST NUTRITION, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of ONEWEST BANK N.A., as administrative agent (in such capacity, the “**Agent**”) for the Lenders (defined below) party to the Credit Agreement dated as of March 25, 2015 among QUEST NUTRITION, LLC, a Delaware limited liability company (the “**Borrower**”), the several banks and other lenders from time to time party thereto (the “**Lenders**”, and collectively with the Agent, the “**Creditor Parties**”), and the other parties party thereto (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

The Lenders have agreed to extend credit to the Borrower, subject to the terms and conditions set forth in the Credit Agreement. As a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, the Grantor has executed and delivered that certain Guarantee and Security Agreement, dated as of March 25, 2015 in favor of the Agent for the benefit of the Creditor Parties (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

Under the terms of the Security Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Agent, its successors and assigns, for the benefit of the Creditor Parties, a security interest in, all of Grantor’s right, title or interest in or to any and all of the trademark and service mark registrations and applications for registration set forth in Schedule I (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”).

SECTION 3. **Security Agreement.** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Creditor

Parties pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Creditor Parties with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 5. ***Execution In Counterparts***. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above

QUEST NUTRITION, LLC, a Delaware  
limited liability company

By: 

Name: TM BILYEU

Title: PRESIDENT

Trademark Security Agreement

**TRADEMARK**  
**REEL: 005485 FRAME: 0393**

## Schedule I

<u>TM Record</u>	<u>Mark/Name</u>	<u>Owner</u>	<u>Status/Application or Registration Date</u>	<u>Serial No. (SN)/Registration No. (RN)</u>	<u>Full Goods/Services</u>
US Federal	CHEATCLEAN <b>CheatClean</b>	Quest Nutrition, LLC	Registered September 2, 2014	RN: 4598866 SN: 86093870	(Int'l Class: 05) dietary and nutritional supplements, namely, protein based, nutrition dense snack bars (Int'l Class: 29) protein based, nutrition dense snack bars, namely, high protein nut-based snack bars and high protein whey-based snack bars
US Federal	CHEATCLEAN <b>Cheatclean</b>	Quest Nutrition, LLC	Pending January 2, 2015	SN: 86494500	(Int'l Class: 05) powdered nutritional supplement drink mix containing one or more of the following ingredients, soy, oat oil, creatine, soy oil, dextrose, protein, non-fat milk, milk protein, or whey protein concentrate (Int'l Class: 29) vegetable and potato based chips and snacks (Int'l Class: 30) grain based chips and snacks; chocolates and chocolate based ready to eat candies and snacks; high protein, low carbohydrate bars and snacks

US Federal	CRUNCHCLEAN <b>CrunchClean</b>	Quest Nutrition, LLC	Published (Pending) August 14, 2014	SN: 86367405	(Int'l Class: 29) vegetable and potato based chips and snacks (Int'l Class: 30) grain based chips and snacks
US Federal	QUEST <b>Quest</b>	Quest Nutrition, LLC	Registered August 26, 2014	RN: 4591303 SN: 85965950	(Int'l Class: 05) dietary supplement, namely, nutrient-dense, protein-based snack bars (Int'l Class: 30) shirataki based dried and wet noodles
US Federal	QUEST <b>Quest</b>	Quest Nutrition, LLC	Pending November 23, 2014	SN: 86462416	(Int'l Class: 05) powdered nutritional supplement drink mix containing one or more of the following ingredients, soy, oat oil, creatine, soy oil, dextrose, protein, non-fat milk, milk concentrate (Int'l Class: 29) vegetable and potato based chips and snacks; protein based, nutrition dense snack bars, namely, high protein nut-based snack bars and high protein whey-based snack bars (Int'l Class: 30) grain based chips and snacks; chocolates and chocolate based ready to eat candies and snacks; high protein, low carbohydrate bars and snacks

US Federal	QUEST ALLSTRIKE <b>Quest Allstrike</b>	Quest Nutrition, LLC	Registered October 21, 2014	RN: 4626381 SN: 86243374	(Int'l Class: 28) athletic equipment, namely, martial arts training device in the nature of an anatomically accurate striking bag in the shape of a human head
US Federal	QUEST BAR <b>Quest Bar</b>	Quest Nutrition, LLC	Registered October 27, 2009	RN: 3703004 SN: 77537538	(Int'l Class: 29) protein based, nutrient-dense snack bars
US Federal	QUEST BAR <b>Quest Bar</b>	Quest Nutrition, LLC	Pending November 23, 2014	SN: 86462419	(Int'l Class: 05) dietary supplements, namely, protein-based, nutrient-dense snack bars
US Federal	QUEST CRAVINGS <b>Quest Cravings</b>	Quest Nutrition, LLC	Registered February 12, 2013	RN: 4290313 SN: 85666705	(Int'l Class: 30) chocolates and chocolate based ready to eat candies and snacks; high protein, low carbohydrate chocolate bars and snacks
US Federal	QUEST NUTRITION <b>Quest Nutrition</b>	Quest Nutrition, LLC	Registered October 27, 2009	RN: 3703003 SN: 77537536	(Int'l Class: 29) protein based, nutrient-dense snack bars



US Federal	QUEST NUTRITION <b>Quest Nutrition</b>	Quest Nutrition, LLC	Pending November 23, 2014	SN: 86462410	(Int'l Class: 05) dietary supplements, namely, protein-based, nutrient-dense snack bars; powdered nutritional supplement drink mix containing one or more of the following ingredients, soy, oat oil, creatine, soy oil, dextrose, protein, non-fat milk, milk protein, or whey protein concentrate (Int'l Class: 29) vegetable and potato based chips and snacks (Int'l Class: 30) grain based chips and snacks; shirataki based dried and wet noodles; chocolates and chocolate based ready to eat candies and snacks; high protein, low carbohydrate bars and snacks
US Federal	QUEST PASTA <b>Quest Pasta</b>	Quest Nutrition, LLC	Registered February 4, 2014	RN: 4477780 SN: 85965923	(Int'l Class: 30) shirataki based dried and wet noodles
US Federal	QUEST PROTEIN CHIPS <b>Quest Protein Chips</b>	Quest Nutrition, LLC	Published (Pending) July 22, 2014	SN: 86345074	(Int'l Class: 29) vegetable and potato based chips and snacks which contain protein (Int'l Class: 30) grain based chips and snacks which contain protein

US Federal	QUEST PROTEIN POWDER <i>Quest Protein Powder</i>	Quest Nutrition, LLC	Pending November 4, 2014	SN: 86444804	(Int'l Class: 05) powdered nutritional supplement drink mix containing one or more of the following ingredients, soy, oat oil, creatine, soy oil, dextrose, protein, non-fat milk, milk protein, or whey protein concentrate
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