

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339108

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
InterHealth Nutraceuticals Incorporated		08/18/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Administrative Agent
Street Address:	30 S. Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	75297291	KETOLIFE
Serial Number:	75279204	KETOGUARD
Serial Number:	75426140	7-KETO
Serial Number:	75530919	7-KETO
Serial Number:	76587999	7-KETO
Serial Number:	75488593	7-OXO
Serial Number:	78021658	METABOLIC ADVANTAGE
Registration Number:	2476865	WEIGHT LOSS ACCELERATOR
Serial Number:	78104950	METABOLIC MAGIC
Serial Number:	78473553	METAMUNE
Serial Number:	78483769	AUGMUNE
Serial Number:	77057271	AUGMUNE

CORRESPONDENCE DATA

Fax Number: 2127557306

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: 212.326.3939

Email: NYTEF@JONESDAY.COM

Correspondent Name: Beth D. Vogel

TRADEMARK

Address Line 1: 222 East 41st Street
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 108344-600015

NAME OF SUBMITTER: Beth D. Vogel

SIGNATURE: /Beth D. Vogel/

DATE SIGNED: 04/23/2015

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 18, 2014 (this "Agreement"), is made by InterHealth Nutraceuticals Incorporated, a California corporation (the "Grantor"), in favor of Madison Capital Funding LLC, as administrative agent (the "Agent") for each of the Lenders.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Credit Agreement, dated as of November 26, 2013 (as amended by that certain First Amendment to Credit Agreement, dated as March 12, 2014, and that certain Second Amendment to Credit Agreement, dated as of the date hereof, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as the borrower, the financial institutions party thereto from time to time, as Lenders, and the Agent;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of November 26, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Credit Agreement and the Collateral Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Agent and each Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Lender, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a) (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 all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof and all applications in connection therewith, 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 all common-law rights related thereto, and (ii) the right to obtain all renewals thereof (collectively referred to as "Trademarks"), including

those registrations of Trademarks and applications for registration of Trademarks referred to on Schedule I;

(b) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) or for any injury to the goodwill associated with the use of any such Trademark; and

(c) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, no security interest is granted in United States intent-to-use trademark applications until such time as the Grantor files and has accepted a statement of use or amendment to allege use with respect to such trademark applications with the United States Patent and Trademark Office.

SECTION 3. Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Lender under the Collateral Agreement. The Collateral Agreement (and all rights and remedies of the Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Governing Law. **THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.**

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. ENTIRE AGREEMENT. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

**INTERHEALTH NUTRACEUTICALS
INCORPORATED**

By: *Mary Helen Lucero*
Name: Mary Helen Lucero
Title: Chief Financial Officer & Secretary

{Signature Page to Trademark Security Agreement}

**TRADEMARK
REEL: 005502 FRAME: 0680**

SCHEDULE I
to Trademark Security Agreement



Trademarks and Pending Trademark Applications



[See Attached]

SCHEDULE A
TRADEMARKS

STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION No.	DESCRIPTION OF GOODS/SERVICES
Application (Abandoned)	081CATM01 (Canada)	KETOLIFE	Serial No. 859,855 Registration No.	Class 001: Derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements.
Registration (Cancelled)	081DETM01 (Germany)	KETOLIFE	Serial No. 397 53 018.8/01 Registration No. 397 53 018	Class 001: Chemicals used in industry and science; Class 005: derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements.
Registration (Cancelled)	081FRM01 (France)	KETOLIFE	Serial No. 97701,689 Registration No. 97701,689	Class 001: Chemicals used in industry and science; Class 005: derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements.
Registration (Cancelled)	081GBTM01 (Great Britain)	KETOLIFE	Serial No. 2,149,679 Registration No. 2,149,679	Class 001: Androgen derivatives used as ingredients in the manufacture of dietary supplements, dietary supplements containing or based on androgen derivatives. Class 005: Androgen derivatives used as ingredients in the manufacture of dietary supplements, dietary supplements containing or based on androgen derivatives, pharmaceutical

STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
				preparations containing or based on androgen derivatives.
Registration (Cancelled)	081JPTM01 (Japan)	KETOLIFE	Serial No. 9-171660 Registration No. 4,278,310	Class 001: Plant growth regulating preparations, higher fatty acids, flours & starches for industrial use, artificial sweeteners, derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements and other chemicals Class 005: Pharmaceutical preparations
Application (Abandoned)	81USTM01 (United States)	KETOLIFE	Serial No. 75/297,291 Registration No.	Class 001: derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements Class 005: derivatives of dehydroepiandrosterone (DHEA) sold as an integral component of dietary supplements
Application (Abandoned)	80USTM01 (United States)	KETO GUARD	Serial No. 75/279,204 Registration No.	Class 001: derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements Class 005: derivatives of Dehydroepiandrosterone (DHEA) sold as an integral component of dietary supplements
Registered (Cancelled)	101AUTM02 (Australia)	7·KETO	Serial No. 778,504 Registration No.	Class 001: Derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements. Class 005: Derivatives of Dehydroepiandrosterone (DHEA) used as an integral component of dietary supplements

STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
Registered	101CATM01 (Canada)	7-KETO	778,504	Class 001 Derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements.
Registered	101CATM02 (Canada)		Serial No. 884,541 Registration No. TMA 594,851	Class 001: Derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements; Class 005: Derivatives of Dehydroepiandrosterone (DHEA) used as an integral component of dietary supplements.
Application (Abandoned)	101EPTM01 (Europe)	7-KETO	Serial No. 907,576 Registration No.	Class 001: Chemicals used in industry and science; derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements. Class 005: Chemicals used in science; derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements.
Registered (Cancelled)	101EPTM02 (Europe)		Serial No. 992,909 Registration No. 992,909	Class 001: Chemicals used in industry and science; derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements. Class 005: Chemicals used in science; derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements.

STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
Registered (Cancelled)	101JPTM01 (Japan)	7-KETO	Serial No. 10-60167 Registration No. 4,328,255	<p>Class 001: Plant growth regulating preparations, higher fatty acids, flours & starches for industrial use, artificial sweeteners, derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements and other chemicals.</p> <p>Class 005: Dietary supplement capsules for medical use containing derivatives of Dehydroepiandrosterone (DHEA) as an integral component and other pharmaceutical preparations</p>
Registered (Cancelled)	101JPTM02 (Japan)		Serial No. 10-99430 Registration No. 4,371,847	<p>Class 001: Plant growth regulating preparations, higher fatty acids, flours & starches for industrial use, artificial sweeteners, derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements and other chemicals.</p> <p>Class 005: Dietary supplement capsules for medical use containing derivatives of Dehydroepiandrosterone (DHEA) as an integral component and other pharmaceutical preparations</p>
Registered (Cancelled)	101NZTM02 (New Zealand)		Serial No. 301390 Registration No. 301390	<p>Class 005: dietary supplements containing derivatives of dehydroepiandrosterone (DHEA)</p>

STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
Registered (Cancelled)	101NZTM03 (New Zealand)		Serial No. 301389 Registration No. 301389	Class 001: dietary supplements containing derivatives of dehydroepiandrosterone (DHEA)
Application (Abandoned)	101USTM01 (United States)	7-KETO	Serial No. 75/426,140 Registration No.	Class 001: Derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements; Class 005: Derivatives of Dehydroepiandrosterone (DHEA) used as an integral component of dietary supplements.
Registered	101USTM02 (United States)		Serial No. 75/530,919 Registration No. 2,675,783	Class 001: Derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements; Class 005: Derivatives of Dehydroepiandrosterone (DHEA) used as an integral component of dietary supplements.
Registered	101USTM03 (United States)	7-KETO	Serial No. 76/587,999 Registration No. 2,964,802	Class 001: Derivatives of Dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements; Class 005: Derivatives of Dehydroepiandrosterone (DHEA) used as an integral component of dietary supplements.

STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
Application (Abandoned)	107AUTM01 (Australia)	7-OXO	Serial No. 778505 Registration No.	Class 001: Derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements Class 005: Derivatives of dehydroepiandrosterone (DHEA) sold as an integral component of dietary supplements
Application (Abandoned)	107CATM01 (Canada)	7-OXO	Serial No. 896,398 Registration No.	Class 001: Derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements; Class 005: derivatives of dehydroepiandrosterone (DHEA) sold as an integral component of dietary supplements.
Application (Abandoned)	107EPTM01 (Europe)	7-OXO	Serial No. 993196 Registration No.	Class 001: Chemicals used in industry and science; derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements. Class 005: Chemicals used in science; derivatives of dehydroepiandrosterone (DHEA) sold as an integral component of dietary supplements

STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
Application (Abandoned)	107JPTM01 (Japan)	7-OXO	Serial No. 10-99430 Registration No.	Class 001: Chemicals used in industry and science; derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements. Class 005: Chemicals used in science; derivatives of dehydroepiandrosterone (DHEA) sold as an integral component of dietary supplements
Application (Abandoned)	107NZTM01 (New Zealand)	7-OXO	Serial No. 301387 Registration No.	Class 001: Chemicals used in industry and science; Class 005: derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements.
Application (Abandoned)	107NZTM02 (New Zealand)	7-OXO	Serial No. 301388 Registration No.	Class 001: Chemicals used in science; Class 005: derivatives of dehydroepiandrosterone (DHEA) sold as an integral component of dietary supplements
Application (Abandoned)	107USTM01 (United States)	7-OXO	Serial No. 75/488,593 Registration No.	Class 001: Derivatives of dehydroepiandrosterone (DHEA) used as an ingredient in the manufacture of dietary supplements Class 005: Derivatives of dehydroepiandrosterone (DHEA) sold as an integral component of dietary supplements

STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
Application (Abandoned)	200CATM01 (Canada)	METABOLIC ADVANTAGE	Serial No. 1,093,111 Registration No.	Class 005: Dietary supplements
Application (Abandoned)	200USTM01 (United States)	METABOLIC ADVANTAGE	Serial No. 78/021,658 Registration No.	Class 005: Dietary supplements
Registration (Abandoned)	201USTM01 (United States)	WEIGHT LOSS ACCELERATOR	Serial No. 78/029,962 Registration No. 2,476,865	Class 005: Dietary supplements
Application (Abandoned)	231USTM01 (United States)	METABOLIC MAGIC	Serial No. 78/104,950 Registration No.	Class 005: Dietary and nutritional supplements

STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
Application (Abandoned)	297CATM01 (Canada)	METAMUNE	Serial No. 1,246,652 Registration No.	Class 001: Ingredients used in the manufacture of dietary supplements; dietary supplements.
Application (Abandoned)	297EPTM01 (Europe)	METAMUNE	Serial No. 4,292,331 Registration No.	Class 001: Ingredients used in the manufacture of dietary supplements; chemicals used in industry and science Class 005: Dietary supplements and dietetic substances, as included in class 5, (excluding dietary supplements and dietetic substances for babies).
Application (Abandoned)	297USTM01 (United States)	METAMUNE	Serial No. 78/473,553 Registration No.	Class 001: Ingredients used in the manufacture of dietary supplements, namely, derivatives of dehydroepiandrosterone (DHEA) Class 005: Dietary supplements
Application (Abandoned)	300USTM01 (United States)	AUGMUNE	Serial No. 78/483,769 Registration No.	Class 005: dietary supplements for immune support

STATUS	SLO FILE # (COUNTRY)	MARK	APPLN NO. REGISTRATION NO.	DESCRIPTION OF GOODS/SERVICES
Application (Abandoned)	315USTM01 (United States)	AUGMUNE	Serial No. 77/057,271 Registration No.	Class 005: pharmaceutical preparations for the treatment of immune system disorders; pharmaceutical preparations for regulation of the immune system