

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM340516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quest Nutrition, LLC		05/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	OneWest Bank N.A., as administrative agent for the Lenders		
Street Address:	888 East Walnut Street		
Internal Address:	HQ-05-01		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4658620	QUEST APPAREL	
CORRESPONDENCE DATA			
Fax Number:	3107884471		
<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>			
Phone:	310-788-4442		
Email:	vickie.lee@kattenlaw.com		
Correspondent Name:	Vickie Lee c/o Katten Muchin Rosenman		
Address Line 1:	2029 Century Park East		
Address Line 2:	Suite 2600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	382378.00053		
NAME OF SUBMITTER:	Vickie Lee		
SIGNATURE:	/Vickie Lee/		
DATE SIGNED:	05/06/2015		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of May 5, 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 Grantor, 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: _____

Title: _____

Treasurer

Trademark Security Agreement

TRADEMARK
REEL: 005511 FRAME: 0330

Schedule I

<u>TM Record</u>	<u>Mark/Name</u>	<u>Owner</u>	<u>Status/Application or Registration Date</u>	<u>Serial No. (SN)/Registrati on No. (RN)</u>	
US Federal	QUEST APPAREL Quest Apparel	Quest Nutrition, LLC	Registered December 23, 2014	RN: 4658620 SN: 86166622	(Int'l Class: 25) clothing, namely, caps, hats, jackets, t-shirts, tank tops, shirts, sweat shirts, hooded sweatshirts, warm- up suits, not including equestrian riding apparel