

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THORNE RESEARCH, INC.		06/01/2015	CORPORATION: IDAHO
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	230 West Monroe, Suite 720		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 132			
Property Type	Number	Word Mark	
Registration Number:	3861145	ABSORPTION YOU'VE BEEN ACHING FOR	
Registration Number:	3649177	AL'S FORMULA	
Registration Number:	2131443	ALTERNATIVE MEDICINE REVIEW	
Registration Number:	2285524	ARABINEX	
Registration Number:	2163970	AR-ENCAP	
Registration Number:	2164042	ARTECIN	
Registration Number:	2271976	BERBERCAP	
Registration Number:	1989901	BIO-B12	
Registration Number:	1989900	BIO-GEST	
Registration Number:	2158969	BIOMIN II	
Registration Number:	1989899	BIOMINS	
Registration Number:	2162098	BIO-PMT	
Registration Number:	2263042	CAPTOMER	
Registration Number:	4138812	CAPTOMER-250	
Registration Number:	2189110	CARNITYL	
Registration Number:	4392385	CATALYTE	
Registration Number:	2264848	CITRAMIN II	
Registration Number:	2264853	CITRAMINS	
Registration Number:	2178527	CITRICIDIN	

OP \$3315.00 3861145

Property Type	Number	Word Mark
Registration Number:	2264822	CO-10
Registration Number:	4227884	COGNIQOL
Registration Number:	2470793	CO-Q-100
Registration Number:	1979784	CORTINE
Registration Number:	1989902	CORTREX
Registration Number:	4167882	CRUCERA-SGS
Registration Number:	2185920	CYSTEPLUS
Registration Number:	2161976	DEHYDRONE-15
Registration Number:	2161975	DEHYDRONE-5
Registration Number:	4167879	DEPROLOFT-HF
Registration Number:	2699027	DIABENIL
Registration Number:	1984112	DIPAN-9
Registration Number:	4392386	ELEVATE
Registration Number:	2267067	ENTROCAP
Registration Number:	4343453	ERYTHROQOL
Registration Number:	4227821	FEMQOL
Registration Number:	2184070	FERRASORB
Registration Number:	4410287	FIBERMEND
Registration Number:	3083320	FIBROVIVE
Registration Number:	4197555	FLORAMEND PRIME PROBIOTIC
Registration Number:	2267004	FOLACAL
Registration Number:	4227820	FOLAQOL
Registration Number:	4149386	FORMULA SF722
Registration Number:	4149387	FORMULA SF734
Registration Number:	2160562	G.T.-EX
Registration Number:	4157886	GASTRIPLEX
Registration Number:	1985559	GI-ENCAP
Registration Number:	4555729	GLYCO-TONE
Registration Number:	4157888	HEPAGEN-C
Registration Number:	2264821	HMC-PLUS
Registration Number:	2161969	HYPER-EX
Registration Number:	4157887	IMMUGEN
Registration Number:	4555791	IMMUNOVET
Registration Number:	4227581	INFLAQOL
Registration Number:	2294191	INOCAP
Registration Number:	2302054	ISO-PHOS
Registration Number:	4555712	LIPOCARDIA
Registration Number:	2180624	LIPOTREPEIN

Property Type	Number	Word Mark
Registration Number:	2160553	M.F. BROMELAIN
Registration Number:	4355773	MEDIBOLIC
Registration Number:	2178528	MEDIBULK
Registration Number:	2525208	MEDICLEAR
Registration Number:	4164629	MEDICLEAR PLUS
Registration Number:	2713472	MEDIPRO
Registration Number:	3678191	META-FEM
Registration Number:	2178525	METHYL-GUARD
Registration Number:	4157784	METHYL-GUARD PLUS
Registration Number:	4392406	MODULATE
Registration Number:	4231520	MUCOSAQOL
Registration Number:	4231521	MYOQOL
Registration Number:	2161970	MYOREL
Registration Number:	3310416	NEUROCHONDRIA
Registration Number:	4231524	NEUROQOL
Registration Number:	2271975	NIASAFE-600
Registration Number:	4208130	NUTRI-FEM
Registration Number:	4146702	OCU-CLEAR
Registration Number:	4309929	ONCOQOL
Registration Number:	4445145	ONCOQOL
Registration Number:	4392926	ONCOQOL QUALITY OF LIFE THROUGH TARGETED
Registration Number:	4266789	PATIENT EXPRESS
Registration Number:	4555728	PEPTI-GUARD
Registration Number:	4157894	PERFUSIA PLUS
Registration Number:	3029880	PERFUSIA SR
Registration Number:	2290255	PERMA-CLEAR
Registration Number:	2295848	PHYTISONE
Registration Number:	2356459	PHYTOGEN
Registration Number:	2290249	PHYTOPROFEN
Registration Number:	2275954	PIC-MINS
Registration Number:	2158963	PLANTI-OXIDANTS
Registration Number:	4145919	PLANTIZYME
Registration Number:	4214075	POLYPLUS
Registration Number:	3836445	POLYRESVERATROL-SR
Registration Number:	4231525	PROBIOQOL
Registration Number:	4591155	PURELY DRIVEN
Registration Number:	3781483	PURELYTE
Registration Number:	2189114	Q-10 PLUS

Property Type	Number	Word Mark
Registration Number:	4454439	Q-CHARGE
Registration Number:	2160586	QUERCENASE
Registration Number:	2264858	QUERCETONE
Registration Number:	2264778	S.A.T.
Registration Number:	2162002	SEDAPLUS
Registration Number:	3238661	SIMPLY PUT - WE ARE THE DEFINITION OF PU
Registration Number:	4555730	STEROLIPIN
Registration Number:	2161993	SULFONIL
Registration Number:	3245957	SUPPORTIVE CARE
Registration Number:	2295454	T. ASTHMATICA PLUS
Registration Number:	4142761	T.A.P.S.
Registration Number:	4400241	THE THORNE PERFORMANCE SYSTEM
Registration Number:	2178526	THIOCID
Registration Number:	4138814	THIOCID-300
Registration Number:	4392379	THORNE PERFORMANCE
Registration Number:	2577020	THORNE RESEARCH
Registration Number:	3829937	THORNE RESEARCH
Registration Number:	4615301	THORNEFX
Registration Number:	4579122	THORNEVET
Registration Number:	3325378	TIME-SORB
Registration Number:	4197537	TOXIC RELIEF BOOSTER
Registration Number:	2290250	TRAUMOGEN
Registration Number:	2160587	TRI-SPARTATE
Registration Number:	4489492	TRUCARDIA
Registration Number:	2684898	ULTIMATE-E
Registration Number:	2509567	ULTRACHROME
Registration Number:	2266987	ULTRACHROME 200
Registration Number:	2266986	ULTRACHROME 500
Registration Number:	2162001	URISTATIN
Registration Number:	2180625	VACIMYR
Registration Number:	2486498	VANOXYL 25
Registration Number:	2486497	VANOXYL 5
Registration Number:	4615259	VEGANPRO COMPLEX
Registration Number:	2301716	VENOCAP
Registration Number:	4266791	VET EXPRESS
Registration Number:	4392380	VITALITY IN MOTION
Serial Number:	86423768	CYNAMBRA

CORRESPONDENCE DATA**Fax Number:**

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: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Darlena Bari Stark
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F156171
NAME OF SUBMITTER:	James Won
SIGNATURE:	/James Won/
DATE SIGNED:	06/02/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 1, 2015 is entered into by and among THORNE RESEARCH, INC., an Idaho corporation (the "Grantor") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of June 1, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Guarantee and Collateral Agreement"), among the Assignee, the Grantor and certain of the Grantor's affiliates party thereto from time to time, and (ii) that certain Credit Agreement, dated as of June 1, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), by and among THORNE HOLDING CORP., a Delaware corporation, the Grantor, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks (other than United States intent-to-use trademark or service mark application 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 or service mark application under United States federal law), trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names 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, including, without limitation, any of the foregoing trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with Section 10.1 of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

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

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____

Name: *Jesse Meyer*

Title: *VP*

Address of Assignee:

Silicon Valley Bank
230 West Monroe, Suite 720
Chicago, IL 60606
Attention: Jesse Meyer
E-Mail: jmeyer@svb.com

GRANTOR:

THORNE RESEARCH, INC.

By: 

Name: Scott Wheeler

Title: Chief Financial Officer

Address of Grantor:

25820 Highway 2 West

Sandpoint, ID 83864

Attention: Scott Wheeler

Facsimile No.: (800) 747-1950

Schedule A to TRADEMARK SECURITY AGREEMENT

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
3861145	10/12/10	ABSORPTION YOU'VE BEEN ACHING FOR
3649177	7/7/09	AL'S FORMULA
2131443	1/20/98	ALTERNATIVE MEDICINE REVIEW
2285524	10/12/99	ARABINEX
2163970	6/9/98	AR-ENCAP
2164042	6/9/98	ARTECIN
2271976	8/24/99	BERBERCAP
1989901	7/30/96	BIO-B12
1989900	7/30/96	BIO-GEST
2158969	5/19/98	BIOMIN II
1989899	7/30/96	BIOMINS
2162098	6/2/98	BIO-PMT
2263042	7/20/99	CAPTOMER
4138812	5/8/12	CAPTOMER-250
2189110	9/15/98	CARNITYL
4392385	8/27/13	CATALYTE
2264848	7/27/99	CITRAMIN II
2264853	7/27/99	CITRAMINS
2178527	8/4/98	CITRICIDIN
2264822	7/27/99	CO-10
4227884	10/16/12	COGNIQOL
2470793	7/24/01	CO-Q-100
1979784	6/11/96	CORTINE
1989902	7/30/96	CORTREX
4167882	7/3/12	CRUCERA-SGS
2185920	9/1/98	CYSTEPLUS
2161976	6/2/98	DEHYDRONE-15
2161975	6/2/98	DEHYDRONE-5
4167879	7/3/12	DEPROLOFT-HF
2699027	3/25/03	DIABENIL
1984112	7/2/96	DIPAN-9
4392386	8/27/13	ELEVATE
2267067	8/3/99	ENTROCAP
4343453	5/28/13	ERYTHROQOL
4227821	10/16/12	FEMQOL
2184070	8/25/98	FERRASORB
4410287	10/1/13	FIBERMEND
3083320	4/18/06	FIBROVIVE

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
4197555	8/28/12	FLORAMEND PRIME PROBIOTIC
2267004	8/3/99	FOLACAL
4227820	10/16/12	FOLAQOL
4149386	5/29/12	FORMULA SF722
4149387	5/29/12	FORMULA SF734
2160562	5/26/98	G.T.-EX
4157886	6/12/12	GASTRIPLEX
1985559	7/9/96	GI-ENCAP
4555729	6/24/14	GLYCO-TONE
4157888	6/12/12	HEPAGEN-C
2264821	7/27/99	HMC-PLUS
2161969	6/2/98	HYPER-EX
4157887	6/12/12	IMMUGEN
4555791	6/24/14	IMMUNOVET
4227581	10/16/12	INFLAQOL
2294191	11/23/99	INOCAP
2302054	12/21/99	ISO-PHOS
4555712	6/24/14	LIPOCARDIA
2180624	8/11/98	LIPOTREPEIN
2160553	5/26/98	M.F. BROMELAIN
4355773	6/18/13	MEDIBOLIC
2178528	8/4/98	MEDIBULK
2525208	1/1/02	MEDICLEAR
4164629	6/26/12	MEDICLEAR PLUS
2713472	5/6/03	MEDIPRO
3678191	9/8/09	META-FEM
2178525	8/4/98	METHYL-GUARD
4157784	6/12/12	METHYL-GUARD PLUS
4392406	8/27/13	MODULATE
4231520	10/23/12	MUCOSAQOL
4231521	10/23/12	MYOQOL
2161970	6/2/98	MYOREL
3310416	10/16/07	NEUROCHONDRIA
4231524	10/23/12	NEUROQOL
2271975 8/24/99	2271975 8/24/99	NIASAFE-600
4208130 9/18/12	4208130 9/18/12	NUTRI-FEM
4146702	5/22/12	OCU-CLEAR
4309929	3/26/13	ONCOQOL
4445145	12/3/13	ONCOQOL
4392926	8/27/13	ONCOQOL-QUALITY OF LIFE

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
		THROUGH TARGETED NUTRACEUTICALS
4266789	1/1/13	PATIENT EXPRESS
4555728	6/24/14	PEPTI-GUARD
4157894	6/12/12	PERFUSIA PLUS
3029880	12/13/05	PERFUSIA SR
2290255	11/2/99	PERMA-CLEAR
2295848	11/30/99	PHYTISONE
2356459	6/13/00	PHYTOGEN
2290249	11/2/99	PHYTOPROFEN
2275954	9/7/99	PIC-MINS
2158963	5/19/98	PLANTI-OXIDANTS
4145919	5/22/12	PLANTIZYME
4214075	9/25/12	POLYPLUS
3836445	8/24/10	POLYRESVERATROL-SR
4231525	10/23/12	PROBIOQOL
4591155	8/26/14	PURELY DRIVEN
3781483	4/27/10	PURELYTE
2189114	9/15/98	Q-10 PLUS
4454439	12/24/13	Q-CHARGE
2160586	5/26/98	QUERCENASE
2264858	7/27/99	QUERCETONE
2264778	7/27/99	S.A.T.
2162002	6/2/98	SEDAPLUS
3238661	5/8/07	SIMPLY PUT - WE ARE THE DEFINITION OF PURITY
4555730	6/24/14	STEROLIPIN
2161993	6/2/98	SULFONIL
3245957	5/29/07	SUPPORTIVE CARE
2295454	11/30/99	T. ASTHMATICA PLUS
4142761	5/15/12	T.A.P.S.
4400241	9/10/13	THE THORNE PERFORMANCE SYSTEM
2178526	8/4/98	THIOCID
4138814	5/8/12	THIOCID-300
4392379	8/27/13	THORNE PERFORMANCE
2577020	6/11/02	THORNE RESEARCH
3829937	8/10/10	THORNE RESEARCH
4615301	9/30/14	THORNEFX
4579122	8/5/14	THORNEVET
3325378	10/30/07	TIME-SORB
4197537	8/28/12	TOXIC RELIEF BOOSTER
2290250	11/2/99	TRAUMOGEN

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
2160587	5/26/98	TRI-SPARTATE
4489492	2/25/14	TRUCARDIA
2684898	2/4/03	ULTIMATE-E
2509567	11/20/01	ULTRACHROME
2266987	8/3/99	ULTRACHROME 200
2266986	8/3/99	ULTRACHROME 500
2162001	6/2/98	URISTATIN
2180625	8/11/98	VACIMYR
2486498	9/11/01	VANOXYL 25
2486497	9/11/01	VANOXYL 5
4615259	9/30/14	VEGANPRO COMPLEX
2301716	12/21/99	VENOCAP
4266791	1/1/13	VET EXPRESS
4392380	8/27/13	VITALITY IN MOTION

Trademark Applications

<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>
86423768	10/14/14	CYNAMBRA