

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Designer Protein LLC		05/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Gerber Finance Inc.		
Street Address:	488 Madison Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86499523	SUNSHINE PROTEIN	
Serial Number:	86310294	PROTEIN DESIGNED FOR LIFE	
Serial Number:	86540197	DESIGNER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	sarah@gandplaw.com		
Correspondent Name:	Sarah I. Cohen		
Address Line 1:	72 Austin Street PMB 406		
Address Line 4:	Forest Hills, NEW YORK 11375		
NAME OF SUBMITTER:	Sarah I. Cohen		
SIGNATURE:	/Sarah I. Cohen/		
DATE SIGNED:	07/29/2015		
Total Attachments: 11			
source=Designer IP Security Agreement#page1.tif			
source=Designer IP Security Agreement#page2.tif			
source=Designer IP Security Agreement#page3.tif			
source=Designer IP Security Agreement#page4.tif			

OP \$90.00 86499523

source=Designer IP Security Agreement#page5.tif
source=Designer IP Security Agreement#page6.tif
source=Designer IP Security Agreement#page7.tif
source=Designer IP Security Agreement#page8.tif
source=Designer IP Security Agreement#page9.tif
source=Designer IP Security Agreement#page10.tif
source=Designer IP Security Agreement#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 1, 2014 is made by DESIGNER PROTEIN, LLC, a Delaware company ("Grantor") with an address of 5050 Avenidas Encinas, Suite 350, Carlsbad, CA 92008 in favor of GERBER FINANCE INC., a New York corporation ("Lender") with an address of 488 Madison Avenue, New York, NY 10022.

WITNESETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between DESIGNER PROTEIN, LLC, ("Borrower") and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Borrower; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement;

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

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(a) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

"Patents" means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or

any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence..

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution

of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of any Borrower's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral material to the operation of any Borrower's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

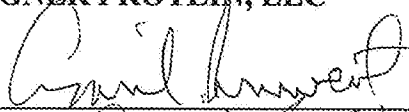
Section 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

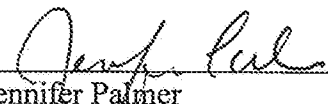
IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DESIGNER PROTEIN, LLC

By: 
Name: CYBILL STEWART
Title: CEO

ACCEPTED and ACKNOWLEDGED by:

GERBER FINANCE INC.

By: 
Jennifer Palmer
President

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
N/A		

2. PATENT APPLICATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
N/A		

3. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
N/A		

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
HEALTHY FROM THE INSIDE OUT	4,268,652	01/01/2013	USA
FLAVOR METER	4,057,122	11/15/2012	USA
GET HEALTHY, GET STRONG, GET RESULTS	4,080,819	01/03/2012	USA
AMERICA'S #1 PROTEIN SINCE 1993	3,289,214	09/04/2007	USA
HELPS HALT HUNGER BETWEEN MEALS	4,063,810	11/29/2011	USA
PROTEINPAK 2GO	3,437,332	05/27/2008	USA
PROTEIN 2GO	3,463,893	07/07/2008	USA
PROTEIN BLITZ	3,693,425	10/06/2009	USA
DESIGNER WHEY GOES LIQUID	3,791,180	05/18/2010	USA
40 GOOD FOR YOU CALORIES	3,848,089	09/14/2010	USA
100 GOOD FOR YOU CALORIES	3,709,524	11/10/ 2009	USA
35 GOOD FOR YOU CALORIES	3,712,753	11/17/2009	USA
50 GOOD FOR YOU CALORIES	3,495,884	09/02/2008	USA
ARIA	2,740,210	07/22/2003	USA
CAN YOU TAKE THIS . . . PUNCH	3,709,512	11/10/2009	USA
DESIGNER	3,380,141	02/12/2008	USA
DESIGNER ISO-PAX	3,537,725	11/02/2008	USA
DESIGNER WHEY	3,111,771	07/04/2006	USA
DESIGNER WHEY PROTEIN	2,852,117	06/08/2004	USA
DESIGNER WHEY PROTEIN	2,918,263	01/11/2005	USA

<u>MARK</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
DESIGNER WHEY RESEARCH PROVEN SINCE 1993 & DESIGN	3,765,938	03/30/2010	USA
FRUIT WELL	3,828,679	08/03/2010	USA
GRIP IT GOOD ... GRAPE	3,719,286	12/01/2009	USA
HELPS HALT YOUR HUNGER	4,080,505	01/03/2012	USA
HELPS YOU HALT YOUR HUNGER	3,729,958	12/02/2009	USA
ISO-PAX	3,498,175	09/09/2008	USA
MUSCLE IN FAT OUT	3,794,517	05/25/2010	USA
PROTEIN IN SUGAR OUT	3,794,515	05/25/2010	USA
WTF ... ORANGE MANGO	3,719,285	12/01/2009	USA
YOUR BODY. OUR WHEY.	4,250,604	11/27/2012	USA
ALL NATURAL INGREDIENTS (SYMBOL)	3,907,107	01/18/2011	USA
DESIGNER PROTEIN	4,280,311	01/22/2013	USA
DESIGNER WHEY PROTEIN	4,278,295	01/22/2013	USA
DESIGNER WHEY PROTEIN	4,278,296	01/22/2013	USA
DESIGNED WITH YOUR BODY IN MIND	4429625	11/05/2013	USA
DESIGNER WHEY SUSTAINED ENERGY	4503320	03/25/2014	USA
AMERICA'S #1 PROTEIN DESIGNER WHEY PROTEIN & DESIGN	TMA732877	01/21/2009	CANADA
DESIGNER WHEY PROTEIN	1899923	11/25/2002	ARGENTINA
DESIGNER PROTEIN	740237	07/25/1997	AUSTRALIA
DESIGNER WHEY PROTEIN	880266	06/26/2001	AUSTRALIA
DESIGNER WHEY PROTEIN	824046005	04/17/2007	BRAZIL
DESIGNER PROTEIN	TMA496976	07/03/1998	CANADA

<u>MARK</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Country</u>
DESIGNER WHEY PROTEIN	TMA593253	10/28/2003	CANADA
DESIGNER PROTEIN	000535831	06/23/1999	EUROPEAN UNION
DESIGNER WHEY PROTEIN	724439	07/02/2001	MEXICO
DESIGNER PROTEIN	1408814	10/31/2013	MEXICO
DESIGNER WHEY PROTEIN	2001/10908	06/25/2001	SOUTH AFRICA
DESIGNER PROTEIN	4-2011-501516	10/23/2013	PHILIPPINES
DESIGNER PROTEIN	278685	06/07/1998	NEW ZEALAND

2. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Country</u>
DESIGNED FOR YOUR ACTIVE LIFESTYLE	85663153	06/27/2012	USA
DESIGNER WHEY mark and design (logo)	85711300	08/23/2012	USA
DESIGNER VEGAN	TBD	PENDING	USA
DESIGNER PROTEIN	35,159	10/12/2011	BAHAMAS
DESIGNER PROTEIN	1,546,594	10/05/2011	CANADA
DESIGNER WHEY BALANCED ENERGY	1,662,432	02/04/2014	CANADA
DESIGNER PROTEIN	831237570	04/07/2011	BRAZIL
DESIGNER PROTEIN	245856	10/05/2011	INDIA
DESIGNER PROTEIN	2011732955	10/06/2011	RUSSIAN FED

3. TRADEMARK LICENSES

Name of Agreement

Date of Agreement

Parties

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
N/A		

2. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
N/A		

3. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
N/A		