

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thincare IP Holdings, LLC		08/17/2015	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	LS2, LLC		
Street Address:	136 South Main Street		
Internal Address:	Suite 1000		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84104		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3782674	METACAPS	
Registration Number:	4045863	THIN CARE INTERNATIONAL	
Registration Number:	3738450	MAXIMUM STRENGTH CALORIE CONTROL	
Registration Number:	3738451	TRIPLE PROCESS TOTAL BODY DETOX & CLEANS	
Registration Number:	3738453	MAXIMUM STRENGTH FAT BURNER	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612-492-6819		
Email:	everist.evan@dorsey.com		
Correspondent Name:	Evan Everist		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	M255658		
NAME OF SUBMITTER:	Evan Everist		
SIGNATURE:	/Evan Everist/		

CH \$140.00 3782674

DATE SIGNED:	08/27/2015
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Total Attachments: 4

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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor and Subordination Agreement dated as of August 17, 2015 (the "Intercreditor Agreement"), by and among LS2, LLC, Basic Research Holdings, LLC, ("Parent"), each subsidiary of Parent listed as a "Borrower" on the signature pages to the Senior Financing Agreement (defined below) (each a "Borrower" and, collectively, the "Borrowers"), each subsidiary of Parent listed as a "Guarantor" on the signature pages to the Senior Financing Agreement (each a "Guarantor" and collectively, the "Guarantors", and together with the Borrowers, their respective successors or assigns, being collectively, the "Obligors" and each an "Obligor"), and Cerberus Business Finance, LLC, as collateral agent and administrative agent (in such capacities, together with any successors or assigns, the "Senior Agent") for the Senior Lenders under that certain Financing Agreement, dated as of November 28, 2014 among the Obligors, the Senior Agent and the other lender parties thereto (the "Senior Financing Agreement") and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement."

ASSIGNMENT FOR SECURITY –TRADEMARKS

August 17, 2015

WHEREAS, Thincare IP Holdings, LLC, a Nevada limited liability company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated August 17, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of LS2, LLC, a Nevada limited liability company, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral 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.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date hereof.

THINCARE IP HOLDINGS, LLC

By: 
Name: Matthew Draper
Title: Chief Financial Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY

SERIAL NUMBER: 77756156
FILING DATE: 06/10/2009
REGISTRATION NUMBER: 3782674
REGISTRATION DATE: 04/27/2010
MARK: METACAPS

SERIAL NUMBER: 77760630
FILING DATE: 06/16/2009
REGISTRATION NUMBER: 4045863
REGISTRATION DATE: 10/25/2011
MARK: THIN CARE INTERNATIONAL

SERIAL NUMBER: 77802299
FILING DATE: 08/11/2009
REGISTRATION NUMBER: 3738450
REGISTRATION DATE: 01/12/2010
MARK: MAXIMUM STRENGTH CALORIE CONTROL

SERIAL NUMBER: 77802321
FILING DATE: 08/11/2009
REGISTRATION NUMBER: 3738451
REGISTRATION DATE: 01/12/2010
MARK: TRIPLE PROCESS TOTAL BODY DETOX & CLEANSE PLUS PROBIOTIC
REPLENISHMENT

SERIAL NUMBER: 77803015
FILING DATE: 08/12/2009
REGISTRATION NUMBER: 3738453
REGISTRATION DATE: 01/12/2010
MARK: MAXIMUM STRENGTH FAT BURNER