

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LABORATOIRES C.O.P. INC.		10/13/2015	CORPORATION: QUEBEC
RECEIVING PARTY DATA			
Name:	CAISSE CENTRALE DESJARDINS		
Street Address:	1170 Peel Street		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3B 0A9		
Entity Type:	Financial Services Cooperative: QUEBEC		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4581546	IDEALFAST	
Registration Number:	4577313	IDEALFAST	
Registration Number:	3559791	IDEAL PROTEIN	
Registration Number:	3578677	IDEAL PROTEIN	
Registration Number:	3578676	IDEAL PROTEIN	
Serial Number:	85849921	IDEAL COMPLETE	
Serial Number:	86595762	IDEAL PROTEIN FITNESS	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<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:	7168564000		
Email:	gsnyder@hodgsonruss.com		
Correspondent Name:	Hodgson Russ LLP		
Address Line 1:	140 Pearl Street, Suite 100		
Address Line 2:	The Guaranty Building		
Address Line 4:	Buffalo, NEW YORK 14202		
ATTORNEY DOCKET NUMBER:	014675.00013		
NAME OF SUBMITTER:	George L. Snyder, Jr.		
SIGNATURE:	/george l snyder jr/		

CH \$190.00 4581546

DATE SIGNED:	10/14/2015
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Total Attachments: 5

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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT AND CONFIRMATION OF THE DEED OF HYPOTHEC**

For valuable consideration, as further described in the Deed of Hypothec entered into on the 30th day of September 2015 among, *inter alia*, LABORATOIRES C.O.P. INC. (as successor by amalgamation on September 30, 2015 between Laboratoires C.O.P. Inc. ("Amalco 2", itself resulting from the amalgamation pursuant to the Business Corporations Act (Québec) on September 30, 2015 of Laboratoires C.O.P. Inc. and 9265-3997 Québec Inc.)) (the "Grantor"), having its registered office at 600 de Maisonneuve Boulevard West, Suite 2200, Montreal, Quebec, H3A 3J2, and CAISSE CENTRALE DESJARDINS, a financial services cooperative governed by the laws of Quebec, having an office at 1170 Peel Street, Montreal Quebec, H3B 0A9, acting for and on behalf of and as collateral agent and hypothecary representative of the Secured Parties (the "Collateral Agent") (such Deed of Hypothec, as amended, amended and restated and supplemented from time to time, the "Quebec Security Agreement"), the Grantor and the Collateral Agent agree as follows:

The Grantor acknowledges, reaffirms and ratifies in all respects the Quebec Security Agreement as though all provisions thereof were fully set forth in this Agreement, including, but not limited to, the grant by the Grantor of a hypothec on all intellectual property included in the Charged Property (as such term is defined in the Quebec Security Agreement). All other capitalized terms used herein and not defined herein have the meanings given to such terms in the Quebec Security Agreement.

Without limiting the generality of the foregoing, to secure the payment and other performance of the Secured Obligations, the Grantor grants to the Collateral Agent a security interest in, and assigns, and pledges to the Collateral Agent, all right, title and interest of the Grantor in and to, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing or described in any schedule heretofore or hereafter delivered to the Collateral Agent by the Grantor:

(a) All patents and applications for a patent, including, without limitation, each patent and patent application referred to in Exhibit A-1 annexed hereto, together with any reissues, continuations, continuations-in-part, renewals or extensions thereof, all inventions disclosed therein, and all invention disclosures related thereto (the "Patents");

(b) All copyrights including all registrations and applications for copyrights (the "Copyrights");

(c) All trademarks, service marks, trade names and trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles, logos, trade dress and other source or business identifiers, designs and general intangibles of like nature and all trademark, service mark and trade dress registrations and applications for trademark, service mark or trade dress registrations in the United States, including without limitation those trademark, service mark and trade dress registrations and applications listed in Exhibit A-2 annexed hereto, and all rights corresponding thereto, together, in each case, with the goodwill of the business connected with the use of, and

symbolized by each such trademark, service mark, trade name and trade dress and all extensions or renewals thereof, (the "Marks");

(d) all licenses entered into by the Grantor with respect to any of the intellectual property rights of the Grantor described in the foregoing clauses (a) through (c), whether as licensor or licensee, and all income, royalties, damages and payments now and hereafter due and/or payable to the Grantor with respect to such licenses or intellectual property rights.

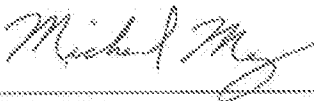
(e) all Proceeds of any and all of the foregoing.

The security interest granted pursuant to this Agreement is granted with the security interest granted to the Collateral Agent pursuant to the Quebec Security Agreement and the Grantor hereby acknowledge and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the collateral describe herein granted hereby are more fully set forth in the Quebec Security Agreement, the terms and provisions of which are incorporated by reference herein, mutatis mutandis.

This Agreement shall be governed by and construed in accordance with the law of the State of New York.

Dated October 13, 2015

LABORATOIRES C.O.P. INC.

By: 
Name: Michael Meng
Title: Secretary

[Intellectual Property Security Agreement Supplement, - Signature Page]

Exhibit A-1

Patents

NIL

Exhibit A-2

Trademarks

LABORATOIRES C.O.P. INC.

REGISTERED TRADEMARKS			
Company	Trademarks	Registration number/Serial Number	Location
Laboratoires C.O.P. Inc. (a predecessor of Amalco 2)	IDEALFAST	4581546	United States
	IDEALFAST	4577313	
Le Groupe M. Vachon Inc. (a predecessor of Amalco 2)	IDEAL PROTEIN	3559791	United States
	IDEAL PROTEIN	3578677	
	IDEAL PROTEIN	3578676	

APPLICATIONS TO REGISTER TRADEMARKS			
Company	Trademarks	Application/Serial number	Location
Laboratoires C.O.P. Inc. (a predecessor of Amalco 2)	IDEAL COMPLETE	85849921	United States
Le Groupe M. Vachon Inc. (a predecessor of Amalco 2)			
	IDEAL PROTEIN FITNESS	86595762	United States