

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NAC MARKETING COMPANY, LLC		03/31/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, as Administrative Agent		
Street Address:	222 S. Riverside Plaza		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	4554996	NEW VITALITY AGELESS MALE	
Registration Number:	4542769	AGELESS MALE DAILY DEFENSE	
Registration Number:	4350359	NEW VITALITY	
Registration Number:	4489809	STRESS BLOCK	
Registration Number:	4536073	AGELESS MALE HEART HEALTH	
Registration Number:	4536068	AGELESS MALE PERFORMANCE	
Registration Number:	4376459	SLEEP 8	
Registration Number:	4377774	TRIM FACTOR	
Registration Number:	4393964	FEMIPRO	
Registration Number:	4393934	GLUCINIA	
Registration Number:	4370070	MAGNABOOST	
Registration Number:	4310702	ESTRINOL	
Registration Number:	4284082	POWER Q10	
Registration Number:	4280855	ACTIVE RELIEF	
Registration Number:	4294956	RUBY COLLAGEN	
Registration Number:	4389143	PROVANTA PLUS	
Registration Number:	4273506	COCO COMPLETE	
Registration Number:	4277317	BLUEVERA	
Registration Number:	4196214	TRIPLE ACTION VIRILITY	
TRADEMARK			

OP \$915.00 4554996

Property Type	Number	Word Mark
Registration Number:	4196213	TRIPLE STRENGTH OMEGA-3
Registration Number:	4223402	PROMIND PLUS
Registration Number:	4495173	NEW VITALITY
Registration Number:	4276551	NEW VITALITY
Registration Number:	4276550	NEW VITALITY
Registration Number:	4280414	NEW VITALITY
Registration Number:	3846551	AGE-LESS
Registration Number:	3703193	AGE-LESS CHOICE
Registration Number:	3021311	AGE-LESS SKIN FORMULA
Registration Number:	4183118	DIAMOXINOL
Registration Number:	4102216	QUIET ASSURE
Registration Number:	4102211	TESTO CHARGE
Serial Number:	86743790	SUPER BETA VIRILITY BOOST
Serial Number:	86743737	NERVE PAIN PLUS
Serial Number:	86741042	ROYAL GREENS
Serial Number:	86740862	DAYSKIN
Serial Number:	86209474	AGELESS MALE

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6741.002

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 10/23/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of March, 2010, by NAC Marketing Company, LLC, a Delaware limited liability company ("Grantor"), in favor of Fifth Third Bank, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, New Vitality Transaction Holdings, Inc., a Delaware corporation and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), including the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Without limiting any terms or conditions set forth in this Agreement, Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark and application for Trademark set forth on Schedule 1 annexed hereto, together with any renewals thereof, and all of the

goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Lenders and their respective successors and assigns. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office. To the extent of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

[Signature pages follow]

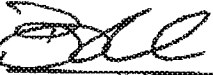
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NAC MARKETING COMPANY, LLC, a
Delaware limited liability company

By 
Its Vice President

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD BANK,
as Administrative Agent

By 
Its Walter D. Dierker, Vice President

SCHEDULE 1

FEDERAL TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS

<u>Name</u>	<u>U.S. Registration No.</u>
Aloe Ease Colon & Body Cleanse	2,872,296
Bacopa Boost	2,752,775
Bene cleanse	3,689,357
Body Type Vitamins	3,069,563
Bootie Bath	2,891,776
Brain Factor	2,696,687
Brilliant Blue	2,967,805
Brilliant Greens	2,803,419
Celtic Gold	2,842,758
Cholesterx	2,599,653
Citracleanse	3,602,972
Citrimega	3,215,583
Dayskin	3,543,438
Erogenelle	2,977,867
FlexGen	3,674,973
Goflex	3,607,480
Green Tea Plus	2,582,447
Herbal Edge	3,095,360
Kings Rock Hard	2,750,188
Lignavites	3,347,774
Multivescence	3,085,894
New Vitality	2,702,638
Nightskin	3,447,802
Orange Bliss	2,904,236
Radiant Reds	3,101,245
Reddefense	3,495,597
Royal Greens	2,889,936
Ruby Reds	2,757,379
Smart-Pak	2,744,659
Stop Burn	3,184,726
Tautinol	3,087,026
Vitavescence	2,947,503
Purpurex	4,237,642
Youthful Gold	4,237,599
Male Matrix	4,237,596
Anti Leg Cramps	4,200,361
Lumatone	4,071,755
Proradiance	4,071,754
Incredible Legs	4,035,106
NEW VITALITY AGELESS MALE	4554996
AGELESS MALE DAILY DEFENSE	4542769

NEW VITALITY	4350359
STRESS BLOCK	4489809
AGELESS MALE HEART HEALTH	4536073
AGELESS MALE PERFORMANCE	4536068
SLEEP 8	4376459
TRIM FACTOR	4377774
FEMIPRO	4393964
GLUCINIA	4393934
MAGNABOOST	4370070
ESTRINOL	4310702
POWER Q10	4284082
ACTIVE RELIEF	4280855
RUBY COLLAGEN	4294956
PROVANTA PLUS	4389143
COCO COMPLETE	4273506
BLUEVERA	4277317
TRIPLE ACTION VIRILITY	4196214
TRIPLE STRENGTH OMEGA-3	4196213
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NEW VITALITY	4276551
NEW VITALITY	4276550
NEW VITALITY	4280414
AGE-LESS	3846551
AGE-LESS CHOICE	3703193
AGE-LESS SKIN FORMULA	3021311
DIAMOXINOL	4183118
QUIET ASSURE	4102216
TESTO CHARGE	4102211

FEDERAL PENDING TRADEMARK APPLICATIONS

<u>Name</u>	<u>U.S. Serial No.</u>
Ageless Male	85236913
Sebaclear	85589554
SUPER BETA VIRILITY BOOST	86743790
NERVE PAIN PLUS	86743737
ROYAL GREENS	86741042
DAYSKIN	86740862
AGELESS MALE	86209474