

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emerson Ecologics, LLC		10/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC		
Street Address:	30 South Wacker Drive		
Internal Address:	Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3991278	ELINK PRACTITIONERS · PATIENTS · SUPPLEM	
Registration Number:	2613362	VIRTUAL DISPENSARY	
Registration Number:	2377298	EMERSON ECOLOGICS	
Registration Number:	4032227	EMERSON QUALITY PROGRAM EQP	
Registration Number:	3993497	E	
Registration Number:	4137625	E EMERSON QUALITY PROGRAM	
Registration Number:	4108573	EQP	
Serial Number:	77908412	EMERSON ECOLOGICS	
Serial Number:	85895198	DELIVERING TO IMPROVE HEALTH	
Serial Number:	86603654	WELLEVATE	
Serial Number:	86760202	HEALTHY SUPPLEMENT CENTER	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	(216) 586-7021		
Email:	dpuljic@jonesday.com		
Correspondent Name:	Daniel Puljic / JONES DAY		

CH \$290.00 3991278

Address Line 1: 901 Lakeside Avenue
Address Line 2: North Point
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 108344-600043

NAME OF SUBMITTER: Daniel Puljic

SIGNATURE: /Daniel Puljic/

DATE SIGNED: 10/30/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 29, 2015, is made by Emerson Ecologics, LLC, a Delaware limited liability company ("Grantor"), in favor of Madison Capital Funding LLC, as agent (in such capacity, "Agent") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the trademarks and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of October 29, 2015 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, as borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of October 29, 2015 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, 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 owned by Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any "intent-to-use" trademark applications filed under Section 1(b) of the Lanham Act, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto);

(b) all extensions and renewals of any of the foregoing;

EXECUTION VERSION

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

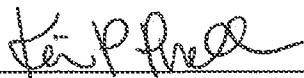
Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]


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

EMERSON ECOLOGICS, LLC, as Grantor

By: 
Name: Kevin Purcell
Title: Chief Financial Officer

ACKNOWLEDGED:




MADISON CAPITAL FUNDING LLC, as
Agent

By: 
Name: M. Brady Hahn
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reference #</u>	<u>App. No. #</u>	<u>Reg. No. #</u>	<u>Status</u>	<u>Filing Date</u>
ELink Practitioners Patients Supplements & Design	66939-0001	77/801,076	3,991,278	Registered	08/10/2009
					
Virtual Dispensary	66939-0003	76/151,874	2,613,362	Registered	10/23/2000
Emerson Ecologics	66939-0004	75/736,822	2,377,298	Registered	06/25/1999
Emerson Ecologics	66939-0005	77/908,412		Allowed	01/09/2010
Emerson Quality Program EQP	66939-0008	77/908,411	4,032,227	Registered	01/09/2010
E & Design	66939-0011	85/194,394	3,993,497	Registered	12/09/2010
					
E Emerson Quality Program & Design	66939-0012	85/194,391	4,137,625	Registered	12/09/2010
					
Delivering to Improve Health	66939-0015	85/895,198		Allowed	04/04/2013
EQP	66939-0014	85/377,370	4,108,573	Registered	07/21/2011

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Reference #</u>	<u>App. No. #</u>	<u>Reg. No. #</u>	<u>Status</u>	<u>Filing Date</u>
Wellevate	66939-0022	86/603,654	N/A	Pending	04/20/2015
Healthy Supplement Center	66939-0026	86/760,202	N/A	Pending	09/17/2015