

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INNOVITAMIN ORGANICS, LLC		10/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PENTA MEZZANINE SBIC FUND I, L.P.		
Street Address:	20 N. Orange Avenue Suite 1550		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32801		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4077089	RESVITALITY	
Registration Number:	3891355	RE-BODY	
Registration Number:	3730748	NUTRAVINA	
Registration Number:	3639536	RESERVEATROL	
Registration Number:	3720310	RED WINE ANTIOXIDANT	
Registration Number:	3697294	THE WORLD'S FINEST RESVERATROL	
Registration Number:	4196278	PRO-LONGEVITY FACTORS	
Registration Number:	4629867	ONE OPTIMAL NUTRIENTS EVERYDAY	
Serial Number:	86319671	RESVITALE	
Serial Number:	86470054	REV ÀGE	
Serial Number:	86498715	THE ORIGINAL RED WINE ANTIOXIDANT	
CORRESPONDENCE DATA			
Fax Number:	2129406522		
<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:	212-940-6522		
Email:	christine.guthrie@kattenlaw.com		
Correspondent Name:	Christine Guthrie		
Address Line 1:	575 Madison Avenue		

CH \$290.00 4077089

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 383121-00001

NAME OF SUBMITTER: Christine Guthrie

SIGNATURE: /christine guthrie/

DATE SIGNED: 11/13/2015

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 30th day of October, 2015, by **INNOVITAMIN ORGANICS, LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **PENTA MEZZANINE SBIC FUND I, L.P.**, a Delaware limited partnership (together with its successors and assigns, “**Grantee**”):

RECITALS

A. TWINLAB CONSOLIDATED HOLDINGS, INC., a Nevada corporation, TWINLAB CONSOLIDATION CORPORATION, a Delaware corporation, TWINLAB HOLDINGS, INC., a Michigan corporation, ISI BRANDS INC., a Michigan corporation, TWINLAB CORPORATION, a Delaware corporation, NUTRASCIENCE LABS, INC., a Delaware corporation, NUTRASCIENCE LABS IP CORPORATION, a Delaware corporation (collectively, the “**Existing Companies**”), and Grantee are parties to that certain Note and Warrant Purchase Agreement dated as of November 13, 2014, as amended by that certain First Amendment to Note and Warrant Purchase Agreement, Consent and Joinder dated as of January 22, 2015, that certain Second Amendment to Note and Warrant Purchase Agreement and Consent dated as of February 4, 2015, that certain Third Amendment to Note and Warrant Purchase Agreement and Consent dated as of April 30, 2015, that certain Fourth Amendment to Note and Warrant Purchase Agreement, Limited Consent and Limited Waiver dated as of June 30, 2015, that certain Fifth Amendment to Note and Warrant Agreement and Limited Consent dated as of September 9, 2015, that certain Limited Waiver to Note and Warrant Purchase Agreement dated as of October 2, 2015 and that certain Six Amendment to Note and Warrant Purchase Agreement dated as of October 5, 2015 (as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), pursuant to which Purchaser purchased \$10,000,000 of secured promissory notes.

B. Grantor and ORGANIC HOLDINGS LLC, a Delaware limited liability company, COCOAWELL, LLC, a Delaware limited liability company, RESVITALE, LLC, a Delaware limited liability company, RE-BODY, LLC, a Delaware limited liability company, ORGANICS MANAGEMENT LLC, a Delaware limited liability company, FEMBODY, LLC, a Delaware limited liability company, RESERVE LIFE ORGANICS, LLC, a Delaware limited liability company, RESERVE LIFE NUTRITION, L.L.C., a Delaware limited liability company, INNOVITA SPECIALTY DISTRIBUTION, LLC, a Delaware limited liability company, and JOIE ESSANCE, LLC, a Delaware limited liability company (collectively, the “**New Companies**”), are parties to that certain Joinder Agreement dated as of October 30, 2015 (the “**Joinder Agreement**”), in which each of Grantor and the other New Companies became a “Company” under the Note Purchase Agreement, the Security Agreement dated as of November 13, 2014 between the Existing Companies and Grantee (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”) and the other Transaction Documents.

C. Pursuant to the terms of the Joinder Agreement, the Note Purchase Agreement and Security Agreement and certain other Transaction Documents now and/or hereafter executed by Grantor in favor of Grantee and in consideration of Purchaser to continuing to make credit accommodations under the Note Purchase Agreement, Grantor has granted to Grantee a security interest in (among other assets as described in the Note Purchase Agreement and the Security Agreement) all general intangibles of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a

verified statement of use is filed with respect to such applications), 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 (ii) all renewals thereof ((i) and (ii), collectively, “**Trademarks**”), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the “**Trademark Licenses**”), (iv) the goodwill of the business symbolized by Grantor’s Trademarks, and (v) all products and proceeds thereof, to secure the payment of the “Obligations,” as defined in the Note Purchase Agreement.

NOW, THEREFORE, to induce Purchaser to continue to make credit accommodations under the Note Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Joinder Agreement, Note Purchase Agreement, Security Agreement and Transaction Documents. The Joinder Agreement, Note Purchase Agreement, the Security Agreement and the other Transaction Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Joinder Agreement, Note Purchase Agreement or Security Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Transaction Document, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Joinder Agreement, Note Purchase Agreement, the Security Agreement and the other Transaction Documents 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 and hereafter created, acquired or arising:

(a) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

3. Post-Closing Deliveries. Grantor shall at all times comply with the provisions of the Note Purchase Agreement and the Security Agreement (as each agreement may from time to time hereafter be amended, modified or restated) relating to this Agreement, including, but not limited to, reporting requirements under Section 5.1 of the Note Purchase Agreement and further assurances to deliver supplements pursuant to Section 5.4 of the Note Purchase Agreement. Any supplements, which shall be in the form of Exhibit A hereto to this Agreement which are delivered in connection with the provisions of the Note Purchase Agreement may be and are intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee that Schedule 1 sets forth a full, complete and correct list of all issued Trademarks and pending trademark applications, owned by Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee

under the Note Purchase Agreement, the Security Agreement or any other Transaction Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of New York from time to time.

6. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), 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.

(Signature Pages Follow)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

INNOVITAMIN ORGANICS, LLC, a
Delaware limited liability company

By: Organic Holdings LLC, its sole Member

By: 

Name: Thomas A. Tolworthy

Title: Sole Manager

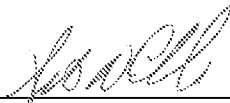
[Grantor's Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005668 FRAME: 0373

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

PENTA MEZZANINE SBIC FUND I, L.P

By: 
Name: MANAGER
Title: SETH D. ELLIS

[Grantee's Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005668 FRAME: 0374

Schedule 1

Trademark Applications

OWNER	TRADEMARK	DATE FILED	APPLICATION NUMBER
InnoVitamin Organics, LLC	RESVITALE	June 25, 2014	86319671
InnoVitamin Organics, LLC	REV ÀGE	December 3, 2014	86470054
InnoVitamin Organics, LLC	THE ORIGINAL RED WINE ANTIOXIDANT	January 8, 2015	86498715

Trademarks

OWNER	TRADEMARK	APPLICATION NUMBER	REGISTRATION NUMBER	DATE FILED	DATE REGISTERED
InnoVitamin Organics, LLC	RESVITALITY	85325728	4077089	May 20, 2011	December 27, 2011
InnoVitamin Organics, LLC	RE-BODY	77922338	3891355	January 8, 2010	December 14, 2010
InnoVitamin Organics, LLC	NUTRAVINA	77657218	3730748	January 27, 2009	December 29, 2009
InnoVitamin Organics, LLC	RESERVEATROL	77655157	3639536	January 23, 2009	June 16, 2009
InnoVitamin Organics, LLC	RED WINE ANTIOXIDANT	77655149	3720310	January 23, 2009	December 1, 2009
InnoVitamin Organics, LLC	THE WORLD'S FINEST RESVERATROL	77655138	3697294	January 23, 2009	October 13, 2009
InnoVitamin Organics, LLC	PRO-LONGEVITY FACTORS	77655128	4196278	January 23, 2009	August 28, 2012

InnoVitamin Organics, LLC	ONE OPTIMAL NUTRIENTS EVERYDAY (and Design)	86129286	4629867	November 26, 2013	October 28, 2014
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EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "Supplement") made as of this __ day of _____, 201__ by [_____] (the "Grantor"), in favor of **PENTA MEZZANINE SBIC I, L.P.**, a Delaware limited partnership, in its capacity as Purchaser to the Note Purchase Agreement (as defined in the Trademark Agreement) (together with its successors and assigns, "Grantee");

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Note and Warrant Purchase Agreement dated as of November 13, 2014 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement");

WHEREAS, Grantor and Grantee are parties to that certain Security Agreement dated as of November 13, 2014 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of _____, 201__ (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor's now existing and hereafter New Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

(i) 1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Note Purchase Agreement, the Security Agreement or any other Transaction Document, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Note Purchase Agreement, the Security Agreement and the other Transaction Documents, specifically including the Trademark

Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, 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, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Transaction Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), 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.

[Signatures on Following Page]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

[_____]

By: _____

Name: _____

Title: _____

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

PENTA MEZZANINE SBIC FUND I, L.P

By: _____
Name: _____
Title: _____

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED OCTOBER 30, 2015**

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services