

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMPLETE NUTRITION IP, LLC		12/16/2015	LIMITED LIABILITY COMPANY: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4254116	3PLENISH	
Registration Number:	4009120	COMPLETENUTRITION	
Serial Number:	86712710	COMPLETE NUTRITION	
Registration Number:	3287914	COMPLETENUTRITION LOOK BETTER. FEEL BETT	
Registration Number:	3995221	CTS360	
Serial Number:	86632770	ELEV8	
Registration Number:	4290282	ELITE GOLD	
Serial Number:	86712676	EMBODYMENTS	
Serial Number:	86659005	EMBODYLEAN	
Registration Number:	4290283	ISO-Z5	
Registration Number:	4344228	MANCORE	
Registration Number:	4519266	PRIME ABS	
Registration Number:	4351523	PRIME DRIVE	
Registration Number:	4351524	PRIME TRIM	
Registration Number:	2994199	RECLAIM	
Registration Number:	4344229	REFIRM	
Registration Number:	4290310	SEN-FRX	
Registration Number:	4309002	TRIM 10	
Registration Number:	4412255	TRUFORM	
TRADEMARK			

CH \$515.00 4254116

Property Type	Number	Word Mark
Registration Number:	4136995	XALT

CORRESPONDENCE DATA

Fax Number: 3126095005

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: 312-609-7897

Email: hmiller@vedderprice.com

Correspondent Name: Holly Miller

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	36942000031
NAME OF SUBMITTER:	Holly Miller
SIGNATURE:	/Holly Miller/
DATE SIGNED:	12/21/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 16, 2015 (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entity identified as grantor on the signature pages hereto (the "**Grantor**") in favor of Monroe Capital Management Advisors, LLC, as Administrative Agent for the lenders from time to time party to the Credit Agreement (as defined below) (the "**Lenders**") (in such capacity and together with its successors and permitted assigns, the "**Administrative Agent**").

WHEREAS, the Grantor and certain of its affiliates have entered into a Credit Agreement dated as of December 16, 2015 (as amended, restated, supplemented or otherwise modified from time to time the "**Credit Agreement**"), with the Administrative Agent and Lenders party thereto.

WHEREAS, as a condition precedent to the making of loans by the Lenders under the Credit Agreement, the Grantor and certain of its affiliates have executed and delivered to the Administrative Agent that certain Guaranty and Collateral Agreement dated as of December 16, 2015 made by the Grantor, the Administrative Agent and the other parties party thereto from time to time (as amended, restated, supplemented or otherwise modified from time to time the "**Guaranty and Collateral Agreement**").

WHEREAS, under the terms of the Guaranty and Collateral Agreement, the Grantor has granted to the Administrative Agent a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. GRANT OF SECURITY

To secure the payment and performance of the Secured Obligations (as defined in the Guaranty and Collateral Agreement), the Grantor hereby grants to the Administrative Agent for the ratable benefit of the Lenders a continuing security interest in all of such Grantor's entire right, title and interest in and to the following (the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired, created or arising:

- (i) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(ii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(iii) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(iv) all other rights of any kind accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

SECTION 2. LOAN DOCUMENTS

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Lenders pursuant to the Guaranty and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control.

SECTION 3. RECORDATION

The Grantor authorizes and requests the Commissioner for Trademarks and any other government officials to record and register this Agreement.

SECTION 4. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full (as defined in the Guaranty and Collateral Agreement) of the Secured Obligations. At the request and sole expense of Grantors (as defined in the Guaranty and Collateral Agreement), upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 5. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law principles that would apply the laws of another jurisdiction.

SECTION 6. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Remainder of page intentionally left blank]

(Signature Page to Trademark Security Agreement)

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

GRANTOR:

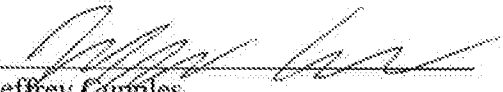
COMPLETE NUTRITION IP, LLC, a
South Dakota limited liability company

By: Michael P Boler
Name: Michael Boler
Title: Secretary and Treasurer

(Signature Page to Trademark Security Agreement)

ADMINISTRATIVE AGENT:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: 
Jeffrey Cupples
Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Federal Registered Trademarks

Owner	Mark	Status	Serial No.	Filing Date	Reg. No.	Reg. Date
Complete Nutrition IP, LLC	3PLENISH	Registered	85/655,317	06/19/2012	4,254,116	12/4/2012
Complete Nutrition IP, LLC	COMPLETE NUTRITION (and Design)	Registered	85/207,768	12/30/2010	4,009,120	08/9/2011
Complete Nutrition IP, LLC	COMPLETE NUTRITION	Pending; Office Action	86/712,710	8/3/2015		
Complete Nutrition IP, LLC	COMPLETENUTRITION LOOK BETTER. FEEL BETTER. PERFORM BETTER. (and Design)	Registered	78/787,903	1/9/2006	3,287,914	9/4/2007
Complete Nutrition IP, LLC	CTS360	Registered	85/129,872	9/15/2010	3,995,221	7/12/2011
Complete Nutrition IP, LLC	ELEV8	Abandoned following Office Action	86/632,770	05/18/2015		
Complete Nutrition IP, LLC	ELITE GOLD	Registered	85/604,926	4/23/2012	4,290,282	2/12/2013
Complete Nutrition IP, LLC	EMBODYLEAN	Pending	86/659,005	06/11/2015		
Complete Nutrition IP, LLC	EMBODYMENTS	Pending	86/712,676	8/3/15		
Complete Nutrition IP, LLC	ISO-Z5	Registered	85/605,185	4/23/2012	4,290,283	2/12/2013
Complete Nutrition IP, LLC	MANCORE	Registered	85/693,690	8/2/2012	4,344,228	5/28/2013
Complete Nutrition IP, LLC	PRIME ABS	Registered	85/971,339	6/27/2013	4,519,266	4/22/2014
Complete Nutrition IP, LLC	PRIME DRIVE	Registered	85/655,210	6/19/2012	4,351,523	6/11/2013
Complete Nutrition IP, LLC	PRIME TRIM	Registered; subject to Petition for Cancellation	85/655,249	6/19/2012	4,351,524	6/11/2013
Complete Nutrition IP, LLC	RECLAIM	Registered	78/266,550	6/24/2003	2,994,199	9/13/2005
Complete Nutrition IP, LLC	REFIRM	Registered	85/693,722	8/2/2012	4,344,229	5/28/2013
Complete Nutrition IP, LLC	SEN-FRX	Registered	85/655,263	6/19/2012	4,290,310	2/12/2013
Complete Nutrition IP, LLC	TRIM 10	Registered	85/693,643	8/2/2012	4,309,002	3/26/2013
Complete Nutrition IP, LLC	TRUFORM	Registered	85/786,803	11/26/2012	4,412,255	10/1/2013
Complete Nutrition IP, LLC	XALT	Registered	85/358,249	6/28/2011	4,136,995	5/1/2012

State Registered Trade Names

Owner	Trade Name	Status	State	Filing Date	Reg. No.
Complete Nutrition IP, LLC	Complete Nutrition	Registered	Nebraska	7/18/1997	1564613