

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370434

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Elite One Source Nutrisciences, Inc.		12/18/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ironwood Mezzanine Fund III-A LP, as Collateral Agent		
<b>Street Address:</b>	45 Nod Road		
<b>City:</b>	Avon		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06001		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86514426	ELITE ONE SOURCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602515211		
<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>			
<b>Phone:</b>	860-251-5703		
<b>Email:</b>	trademarks@goodwin.com		
<b>Correspondent Name:</b>	Barb Villandry, Paralegal		
<b>Address Line 1:</b>	Shipman & Goodwin LLP		
<b>Address Line 2:</b>	One Constitution Plaza		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103-1919		
<b>ATTORNEY DOCKET NUMBER:</b>	31015-14		
<b>NAME OF SUBMITTER:</b>	Barb Villandry, Paralegal		
<b>SIGNATURE:</b>	/Barb Villandry/		
<b>DATE SIGNED:</b>	01/26/2016		
<b>Total Attachments: 7</b>			
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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of December 18, 2015 by and between **IRONWOOD MEZZANINE FUND III-A LP**, a Delaware limited partnership, in its capacity as Collateral Agent for the Purchasers (as defined below) (in such capacity, the "*Collateral Agent*") and **ELITE ONE SOURCE NUTRISCIENCES, INC.**, a Delaware corporation ("*Grantor*").

### **RECITALS**

**A.** IRONWOOD MEZZANINE FUND III LP, a Delaware limited partnership ("*Ironwood III*") and IRONWOOD MEZZANINE FUND III-A LP, a Delaware limited partnership ("*Ironwood III-A*") and together with Ironwood III, the "*Purchasers*"), have made certain loans and extended certain financial accommodations to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Senior Subordinated Note Purchase and Security Agreement by and among Purchasers, Collateral Agent, Grantor, and the other parties thereto dated as of December 19, 2014 (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"; capitalized terms used herein are used as defined in the Purchase Agreement).

**B.** Purchasers are willing to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the ratable benefit of the Purchasers, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Purchase Agreement.

**C.** Pursuant to the terms of the Purchase Agreement, Grantor has granted to Collateral Agent, for the ratable benefit of the Purchasers, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Purchase Agreement and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its Obligations to Purchasers, Grantor grants and pledges to Collateral Agent, for the ratable benefit of the Purchasers, a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the ratable benefit of the Purchasers, under the Purchase Agreement. The rights and remedies of Collateral Agent and Purchasers with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and the other Loan Documents, and those which are now or hereafter available to Collateral Agent or Purchasers as a matter of law or equity. Each right, power and remedy of Collateral Agent or Purchasers provided for herein or in the Purchase Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Collateral Agent or Purchasers of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Collateral Agent and Purchasers, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**ELITE ONE SOURCE  
NUTRISCIENCES, INC.**

13840 Magnolia Avenue  
Chino, CA 91710

By: 

Name: PETER L. MALACHUK

Title: CEO

**COLLATERAL AGENT:**

Address of Collateral Agent:

**IRONWOOD MEZZANINE FUND III-A LP**

45 Nod Road  
Avon, CT 06001

**By: Ironwood Mezzanine Management III-A,  
LLC, its General Partner**

By: \_\_\_\_\_

Name: James R. Barra

Title: Member

**IN WITNESS WHEREOF**, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**ELITE ONE SOURCE  
NUTRSCIENCES, INC.**

13840 Magnolia Avenue  
Chino, CA 91710

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_


**COLLATERAL AGENT:**

Address of Collateral Agent:

**IRONWOOD MEZZANINE FUND III-A LP**

45 Nod Road  
Avon, CT 06001

**By: Ironwood Mezzanine Management III-A,  
LLC, its General Partner**

By:  \_\_\_\_\_

Name: James R. Barra

Title: Member

**EXHIBIT A**  
**COPYRIGHTS**

NONE

**EXHIBIT B**

**PATENTS**

NONE



**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
ELITE ONE SOURCE	86514426	1/26/2015