

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capbran Holdings, LLC		03/21/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 51			
Property Type	Number	Word Mark	
Serial Number:	86893584	BACK2LIFE	
Serial Number:	86878774	NUTRIBULLET LEAN BOOST	
Serial Number:	86878767	LEAN BOOST	
Serial Number:	86668990	NUTRIBULLET	
Serial Number:	86570168	SUPERFOOD PROTEIN BLEND	
Serial Number:	86831303	A HANDS-ON EDUCATION & HEALTHY EATING EX	
Serial Number:	86391380	NUTRIJUICE	
Serial Number:	86403321	NUTRILIVING	
Serial Number:	86258113	NUTRIMIX	
Serial Number:	86240256	"SOUPER" BLAST	
Serial Number:	86547559	HAVE A BLAST	
Serial Number:	86547533	LONG LIVE YOU	
Serial Number:	86547587	EXTRACT THE MOST FROM LIFE	
Serial Number:	86240510	"SOUPER" FOOD	
Serial Number:	86240487	SOUPERFOOD	
Serial Number:	86447480	BUDDY BULLET	
Serial Number:	86666205	VITABULLET	
Serial Number:	86132927	SUPERFOOD SUPERGREENS	
Serial Number:	86106805		
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	86242070	NUTRIBULLET RX
Serial Number:	86242074	RX
Serial Number:	86335218	SUPERFOOD SUPER REDS
Serial Number:	86131331	MAGIC BULLET MINI
Serial Number:	86455243	BULLET
Serial Number:	86518789	SUPERFOOD SOUP BOOST
Serial Number:	86327519	NATURE'S PRESCRIPTION
Serial Number:	86133098	SUPERFOOD BREAKFAST BOOST
Serial Number:	86156541	NUTRISLICER
Serial Number:	86547547	PRESCRIPTION STRENGTH NUTRITION
Serial Number:	86240425	SOUPERBLAST
Serial Number:	86346378	NUTRICOOKER
Serial Number:	86206833	NUTRIGIZE
Serial Number:	86249689	NUTRIBABY
Serial Number:	86205026	NUTRIGIZER
Serial Number:	86856923	SUPERFOOD LEAN BOOST
Serial Number:	86760509	VEGGIE BULLET
Serial Number:	86796688	BACK2LIFE
Serial Number:	86809192	SUPERFOOD CLEANSING GREENS
Serial Number:	86809236	SUPERFOOD BEAUTY BOOST
Serial Number:	86829194	POSTURE FIT INSOLES
Serial Number:	86829214	NUTRIBULLET LEAN
Serial Number:	86830221	MACROBLAST
Serial Number:	86830227	MACROSTACKING
Serial Number:	86700185	NUTRIBULLET UNIVERSITY
Serial Number:	86700196	NUTRIBULLET UNIVERSITY
Serial Number:	86682072	MAGIC CAFE
Serial Number:	86331131	NATURE'S MEDICINE
Serial Number:	86802138	NATURE'S MEDICINE
Serial Number:	86831254	NUTRIBULLET
Serial Number:	86831224	NUTRIBULLET
Serial Number:	86831230	NUTRIBULLET

CORRESPONDENCE DATA

Fax Number: 3127069125

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: 3127018623

Email: IPdocket@mayerbrown.com

Correspondent Name: Richard M. Assmus
Address Line 1: P.O. Box 2828
Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER: 15479951

NAME OF SUBMITTER: Richard M. Assmus

SIGNATURE: /rma/

DATE SIGNED: 03/22/2016

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") is entered into as of March 21, 2016, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent (the "Administrative Agent") for the Secured Parties as defined in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of November 7, 2014 (as amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the "Credit Agreement"), by and among Capital Brands, LLC, a California limited liability company (the "Borrower"), the Loan Parties party thereto, certain financial institutions party thereto (each a "Lender", and collectively, the "Lenders"), the Administrative Agent, and U.S. Bank National Association and Bank of America, N.A., as Co-Syndication Agents, Lenders have agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of, Borrower;

WHEREAS, in order to induce Administrative Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur obligations with respect to the issuance of Letters of Credit as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

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

1. **DEFINED TERMS**. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired or arising in favor of such Grantor (collectively, the "Trademark Collateral");

(a) all of its Trademarks now or hereafter acquired or arising and registered and Trademarks licensed under any Licenses, to the extent permitted by such Licenses, to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed under any License; and

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

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or service marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent promptly (and in any event within two (2) Business Days after it receives notice or actual knowledge) with respect to any such new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement constitutes the entire contract among the parties

relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

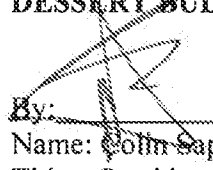
8. **TERMINATION.** This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full in cash (or with respect to any outstanding Letters of Credit, a cash deposit has been delivered to the Administrative Agent as required by the Credit Agreement) and no commitments of the Administrative Agent or the Lenders which would give rise to any Secured Obligations are outstanding.

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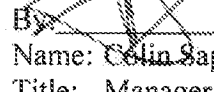
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**CAPITAL BRANDS, LLC
HOMELAND HOUSEWARES LLC
BABY BULLET, LLC
BULLET EXPRESS, LLC
BACK IN FIVE, LLC
YOUTHOLGY RESEARCH INSTITUTE, LLC
NUTRIBULLET, LLC
CALL TO ACTION LLC
NUTRILIVING, LLC
DESSERT BULLET, LLC**

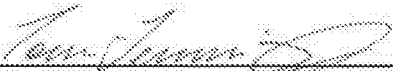
By: 
Name: Colin Sapire
Title: President and Chief Executive Officer

**CAPITAL BRANDS DISTRIBUTION, LLC
CAPBRAN HOLDINGS, LLC**

By: 
Name: Colin Sapire
Title: Manager

**ACKNOWLEDGED AND
AGREED:**

**JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By:  _____

Name: Tom Jennings

Title: Authorized Officer

Signature Page to Trademark Security Agreement

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**TRADEMARK
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SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

TRADEMARK	Country	OWNER	Application Date	Appl. No.	Registration Date	Registration No.	Status
BACK2LIFE	USA	Capbran Holdings, LLC	February 1, 2016	86893584			Filed
NUTRIBULLET LEAN BOOST	USA	Capbran Holdings, LLC	January 18, 2016	86878774			Filed
LEAN BOOST	USA	Capbran Holdings, LLC	January 18, 2016	86878767			Filed
NUTRIBULLET (updated)	USA	Capbran Holdings, LLC	June 19, 2015	86668990	January 19, 2016	4889548	Registered
SUPERFOOD PROTEIN BLEND (updated)	USA	Capbran Holdings, LLC	March 19, 2015	86570168	January 19, 2016	4890734	Registered

TRADEMARK	Country	OWNER	Application Date	Appl. No.	Registration Date	Registration No.	Status
A HANDS-ON EDUCATION & HEALTHY EATING EXPERIENCE FOR STUDENTS	USA	Capbran Holdings, LLC	November 24, 2015	86831303			Filed
NUTRIJUICE	USA	Capbran Holdings, LLC	September 10, 2014	86391380			Filed
NUTRILIVING	USA	Capbran Holdings, LLC	September 23, 2014	86403321			Filed
NUTRIMIX	USA	Capbran Holdings, LLC	April 21, 2014	86258113			Filed
"SOUPER" BLAST	USA	Capbran Holdings, LLC	April 2, 2014	86240256			Filed
HAVE A BLAST	USA	Capbran Holdings, LLC	February 26, 2014	86547559			Filed
LONG LIVE YOU	USA	Capbran Holdings, LLC	February 26, 2014	86547533			Filed

TRADEMARK	Country	OWNER	Application Date	Appl. No.	Registration Date	Registration No.	Status
EXTRACT THE MOST FROM LIFE	USA	Capbran Holdings, LLC	February 26, 2014	86547587			Filed
"SOUPER" FOOD	USA	Capbran Holdings, LLC	April 2, 2014	86240510			Filed
SUPERFOOD	USA	Capbran Holdings, LLC	April 2, 2014	86240487			Filed
BUDDY BULLET	USA	Capbran Holdings, LLC	November 6, 2014	86447480			Filed
VITABULLET	USA	Capbran Holdings, LLC	June 17, 2015	86666205			Filed
SUPERFOOD SUPERGREENS	USA	Capbran Holdings, LLC	December 2, 2013	86132927	June 17, 2014	4553612	Registered
Swirl Picture - Updated	USA	Capbran Holdings, LLC	October 31, 2013	86106805	August 5, 2014	4581906	Registered

TRADEMARK	Country	OWNER	Application Date	Appl. No.	Registration Date	Registration No.	Status
NUTRIBULLET RX	USA	Capbran Holdings, LLC	April 3, 2014	86242070	November 4, 2014	4634360	Registered
RX	USA	Capbran Holdings, LLC	April 3, 2014	86242074	November 4, 2014	4634361	Registered
SUPERFOODS SUPER REDS	USA	Capbran Holdings, LLC	July 11, 2014	86335218	March 31, 2015	4714266	Registered
MAGIC BULLET MINI	USA	Capbran Holdings, LLC	November 27, 2013	86131331	May 5, 2015	4732518	Registered
BULLET	USA	Capbran Holdings, LLC	November 14, 2014	86455243	July 7, 2015	4768521	Registered
SUPERFOOD SOUP BOOST	USA	Capbran Holdings, LLC	January 29, 2015	86518789	July 21, 2015	4777299	Registered
NATURE'S PRESCRIPTION	USA	Capbran Holdings, LLC	July 2, 2014	86327519	August 25, 2015	4800907	Registered

TRADEMARK	Country	OWNER	Application Date	Appl. No.	Registration Date	Registration No.	Status
SUPERFOOD BREAKFAST BOOST	USA	Capbran Holdings, LLC	December 2, 2013	86133098			Filed
NUTRISLICER	USA	Capbran Holdings, LLC	January 2, 2014	86156541			Filed
PRESCRIPTION STRENGTH NUTRITION	USA	Capbran Holdings, LLC	February 26, 2014	86547547			Filed
SOUPERBLAST	USA	Capbran Holdings, LLC	April 2, 2014	86240425			Filed
NUTRICOOKER	USA	Capbran Holdings, LLC	July 23, 2014	86346378			Filed
NUTRIGIZE	USA	Capbran Holdings, LLC	February 27, 2014	86206833			Filed
NUTRIBABY	USA	Capbran Holdings, LLC	April 11, 2014	86249689			Filed
NUTRIGIZER	USA	Capbran Holdings, LLC	February 26, 2014	86205026			Filed

TRADEMARK	Country	OWNER	Application Date	Appl. No.	Registration Date	Registration No.	Status
SUPERFOOD LEAN BOOST	USA	Capbran Holdings, LLC	December 22, 2015	86856923			Filed
VEGGIE BULLET	USA	Capbran Holdings, LLC	September 17, 2015	86760509			Filed
BACK2LIFE logo (newly designed)	USA	Capbran Holdings, LLC	October 22, 2015	86796688			Filed
SUPERFOOD CLEANSING GREENS	USA	Capbran Holdings, LLC	November 4, 2015	86809192			Filed
SUPERFOOD BEAUTY BOOST	USA	Capbran Holdings, LLC	November 4, 2015	86809236			Filed
POSTURE FIT INSOLES	USA	Capbran Holdings, LLC	November 23, 2015	86829194			Filed
NUTRIBULLET LEAN	USA	Capbran Holdings, LLC	November 23, 2015	86829214			Filed
MACROBLAST	USA	Capbran Holdings, LLC	November 24, 2015	86830221			Filed

TRADEMARK	Country	OWNER	Application Date	Appl. No.	Registration Date	Registration No.	Status
MACRO STACKING	USA	Capbran Holdings, LLC	November 24, 2015	86830227			Filed
NUTRIBULLET UNIVERSITY	USA	Capbran Holdings, LLC	July 21, 2015	86700185			Filed
NUTRIBULLET UNIVERSITY	USA	Capbran Holdings, LLC	July 21, 2015	86700196			Filed
MAGIC CAPE	USA	Capbran Holdings, LLC	July 2, 2015	86682072			Filed
NATURE'S MEDICINE	USA	Capbran Holdings, LLC	July 8, 2014	86331131			Filed
NATURE'S MEDICINE	USA	Capbran Holdings, LLC	October 28, 2015	86802138			Filed
Nutribullet University logo (crest)	USA	Capbran Holdings, LLC	November 24, 2015	86831254			Filed
Nutribullet University logo (crest)	USA	Capbran Holdings, LLC	November 24, 2015	86831224			Filed

TRADEMARK	Country	OWNER	Application Date	Appl. No.	Registration Date	Registration No.	Status
Nutribullet University logo (crest)	USA	Capbran Holdings, LLC	November 24, 2015	86831230			Filed
THE BULLET COMPANY	USA	Capbran Holdings, LLC					Not Yet Filed
INNOVATIONS OF A HEALTHIER YOU	USA	Capbran Holdings, LLC					Not Yet Filed

TRADEMARK

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RECORDED: 03/22/2016