

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM381353

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark License Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Novita Aurora, LLC		04/15/2016	Limited Liability Company: SOUTH DAKOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ING Capital LLC, as Agent		
<b>Street Address:</b>	1325 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86586353	NOVITA AURORA	
<b>Serial Number:</b>	86586346	NOVITA NUTRITION	
<b>Serial Number:</b>	86586331	NOVITA	
<b>Serial Number:</b>	85885082	NOVAOIL	
<b>Serial Number:</b>	85885044	NOVAMEAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725135		
<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>	404-572-3493		
<b>Email:</b>	kosborne@kslaw.com		
<b>Correspondent Name:</b>	Karen Osborne, Senior Paralegal		
<b>Address Line 1:</b>	1180 Peachtree Street, N.E.		
<b>Address Line 2:</b>	King & Spalding LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	59941.015092		
<b>NAME OF SUBMITTER:</b>	Karen Osborne		
<b>SIGNATURE:</b>	//Karen Osborne//		
<b>DATE SIGNED:</b>	04/20/2016		

CH \$140.00 86586353

**Total Attachments: 5**

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## Trademark License Security Agreement

**THIS TRADEMARK LICENSE SECURITY AGREEMENT**, dated as of April 15, 2016 (this "Trademark License Security Agreement"), is made by Novita Aurora, LLC, a South Dakota limited liability company (the "Grantor"), in favor of ING CAPITAL LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

**WHEREAS**, the Grantor (the "Borrower"), the lenders from time to time parties thereto (the "Lenders"), and the Agent have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, the Grantor has entered into that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent, for the benefit of the Secured Parties; and

**WHEREAS**, the Security Agreement requires the Grantor to execute and deliver this Trademark License Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1**     Defined Terms. Capitalized terms used herein without definition have the meanings set forth in the Security Agreement or if not defined in the Security Agreement, have the meanings set forth in the Credit Agreement.

**Section 2**     Grant of Security Interest in Trademark License Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark License Collateral");

- (i) all of its Trademark Licenses providing for the grant to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing; and
- (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3**     Security Agreement. The security interest granted pursuant to this Trademark License Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark License 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. In the event of any conflict or

inconsistency between this Trademark License Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

**Section 4**      **Representation and Warranty.**    Schedule I correctly sets forth all Trademark Licenses with respect to all applied for and federally registered Trademarks licensed to the Grantor in its own name as of the date hereof.

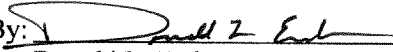
**Section 5**      **Grantor Remains Liable.**    The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Licenses subject to a security interest hereunder.

**Section 6**      **Counterparts.**    This Trademark License Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 7**      **Governing Law.**    This Trademark License Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


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

**NOVITA AURORA, LLC**

By:   
Donald L. Endres  
Chief Executive Officer

**Read and consented to:**

**NOVITA NUTRITION, LLC**

By:   
Donald L. Endres  
Chief Executive Officer

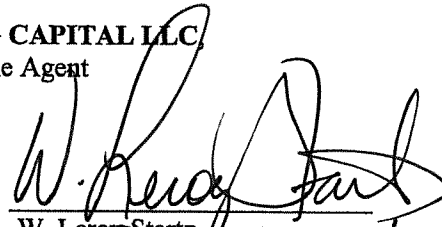
[Signature Page to Trademark License Security Agreement]

**TRADEMARK**  
**REEL: 005774 FRAME: 0892**

Acknowledged and Agreed to as of the date hereof:

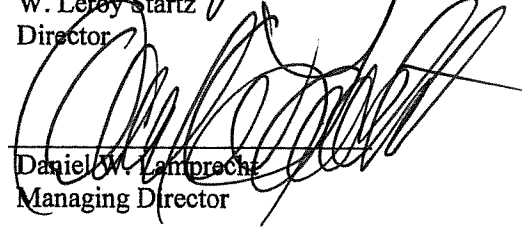
**ING CAPITAL LLC**  
as the Agent

By:



W. Leroy Startz  
Director

By:



Daniel W. Lamprecht  
Managing Director

## SCHEDULE I

### Trademark Licenses

License granted pursuant to Article 6 of that certain Management Services Agreement dated as of January 1, 2015 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "License Agreement") by and between Novita Aurora, LLC ("Grantor") and Novita Nutrition, LLC ("Owner") pursuant to which Owner granted to Grantor a license in each of the Trademark and Trademark Applications described below:

#### U.S. Trademarks and Trademark Applications

<b>Mark</b>	<b>Owner</b>	<b>Application Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
<b>NOVITA AURORA</b>	Novita Nutrition, LLC	86586353	04/03/2015		
<b>NOVITA NUTRITION</b>	Novita Nutrition, LLC	86586346	04/03/2015		
<b>NOVITA</b>	Novita Nutrition, LLC	86586331	04/03/2015		
<b>NOVAOIL</b>	Novita Nutrition, LLC	85885082	03/25/2013		
<b>NOVAMEAL</b>	Novita Nutrition, LLC	85885044	03/25/2013		