

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385411

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLNEXT LLC		05/23/2016	Corporation: DELAWARE
CHAMPION PERFORMANCE PRODUCTS, LLC		05/23/2016	Limited Liability Company: FLORIDA
ICELAND HEALTH, LLC		05/23/2016	Limited Liability Company: FLORIDA
NATURAL VITALITY HOLDING COMPANY, LLC		05/23/2016	Limited Liability Company: DELAWARE
NATURES PRODUCTS, INC.		05/23/2016	Corporation: FLORIDA
RAINBOW LIGHT NUTRITIONAL SYSTEMS, LLC		05/23/2016	Limited Liability Company: DELAWARE
STOP AGING NOW LLC		05/23/2016	Limited Liability Company: DELAWARE
WELLNEXT BUSINESS, LLC		05/23/2016	Limited Liability Company: DELAWARE
WELLNEXT DIRECT, LLC		05/23/2016	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	MCLARTY CAPITAL PARTNERS SBIC, L.P., AS AGENT
Street Address:	1345 Avenue of the Americas, 27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10105
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 303

Property Type	Number	Word Mark
Registration Number:	3905096	30 GRAM PROTEIN SLAM
Registration Number:	3871676	BULK-UP
Registration Number:	4422759	CHAMPION
Registration Number:	4712826	CHAMPION
Registration Number:	4415744	CHAMPION
Registration Number:	4764590	CHAMPION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4495588	CHAMPION ENDURANCE
Registration Number:	4412101	CHAMPION ENERGIZE
Registration Number:	4408330	CHAMPION FIT
Registration Number:	4412099	CHAMPION FOCUS
Registration Number:	4408333	CHAMPION INVIGORATE
Registration Number:	3273123	CHAMPION NUTRITION
Registration Number:	3732164	CHAMPION NUTRITION
Registration Number:	3807610	CHAMPION NUTRITION
Registration Number:	3732165	CHAMPION NUTRITION
Registration Number:	3258532	CHAMPION NUTRITION
Registration Number:	4167249	CHAMPION NUTRITION
Registration Number:	4167251	CHAMPION NUTRITION TRAIN LIKE A CHAMPION
Registration Number:	4664263	CHAMPION PERFORMANCE
Registration Number:	1963221	CHAMPION PROFLEX
Registration Number:	4412100	CHAMPION RENEW
Registration Number:	4491908	CHAMPION SPORT
Registration Number:	4511543	CHAMPION STRENGTH
Registration Number:	2260423	CREATINE BOOSTER
Registration Number:	3773771	CREATINE MUSCLE STACK
Registration Number:	2248566	CREATINE XTREME
Registration Number:	2103527	CYTOMAX
Registration Number:	3800951	ELECTROKICK
Registration Number:	3681181	ESSENTIAL NUTRITION FOR THE DEMANDING NE
Registration Number:	2221643	METABOLOL II
Registration Number:	4181708	MUSCLE NITRO
Registration Number:	3677658	PERFORMADE
Registration Number:	3060171	POWER CREATINE
Registration Number:	3911790	RECOVER
Registration Number:	3209056	REVENGE
Registration Number:	3800952	SPRAWL
Registration Number:	3794751	TAKEDOWN
Registration Number:	3823011	THE REVOLUTION IN NUTRITION
Registration Number:	3793945	THERMASINE
Registration Number:	4109958	THERMO GOLD
Registration Number:	4923553	TURBULENCE
Registration Number:	2514149	ULTRAMET
Registration Number:	3815540	VITA-VAULT
Registration Number:	3777934	WIPEOUT

Property Type	Number	Word Mark
Registration Number:	2370385	ADAPTAPHASE
Registration Number:	3081085	AGEBLOCK
Registration Number:	2844550	CEASEFIRE
Registration Number:	2582172	CORAL BALANCE
Registration Number:	2656450	CORTITROPHIN
Registration Number:	3476230	FAST RESPONSE
Registration Number:	2547330	GASTRICAID
Registration Number:	2392601	GENTLE CHANGES
Registration Number:	3612153	GLABRINEX
Registration Number:	2844549	LIPICONTROL
Registration Number:	2368757	MALE BALANCE
Registration Number:	2290152	PROSTACOL
Registration Number:	2443253	SWEET SATISFACTION
Registration Number:	2634859	UNIQUE SWEET
Registration Number:	3123496	UNIQUE SWEET
Registration Number:	2873244	VITAMIN RESEARCH PRODUCTS
Registration Number:	2880703	VRP VITAMIN RESEARCH PRODUCTS
Registration Number:	4849930	AXIAL RX
Registration Number:	4930714	BH BLESSED HERBS
Registration Number:	2380491	BLESSED HERBS
Registration Number:	4890765	BLOOD & SKIN REJUVENATOR
Registration Number:	4744777	COGNITIA
Registration Number:	3970780	ICELAND HEALTH
Registration Number:	3981178	ICELAND HEALTH OMEGA ULTIMATE SHIELD
Registration Number:	2784439	ICELANDHEALTH
Registration Number:	4078272	OMEGA MOVE
Registration Number:	3995284	OMEGA ULTIMATE SHIELD
Registration Number:	1437038	NATURE'S PRIDE
Registration Number:	4927732	ADVANCED CELL RESCUE
Registration Number:	4231290	ADVANCED-Q
Registration Number:	2847559	ARTHROZYME
Registration Number:	4191688	BG-COR ADVANCED HEART HEALTH
Registration Number:	4168504	BIF RELIEF 24-7
Registration Number:	4529888	BI-OPTIUM
Registration Number:	3838377	CORTICLEANSE
Registration Number:	3940623	DESTINATION...HEALTH & INNER BALANCE.
Registration Number:	3835664	DETOXICOR
Registration Number:	4302295	D-RIBOSE GOLD

Property Type	Number	Word Mark
Registration Number:	4302293	D-RIBOSE GOLDM
Registration Number:	3686875	FLORA CALM
Registration Number:	3677309	FLORA SINUS
Registration Number:	3835045	FLORA SLEEP
Registration Number:	3267602	FLORA SOURCE
Registration Number:	2758327	FLORA ZYME
Registration Number:	4081283	FLORABRIGHT HEALTHY BREATH MINTS
Registration Number:	3941840	FOCUS FIRST
Registration Number:	3901569	FOCUS FORCE
Registration Number:	4273255	GLUCOPROTECT 6X
Registration Number:	3952201	H2 OMEGA-3
Registration Number:	3364308	IFLORA
Registration Number:	2850963	IFLORA
Registration Number:	3796225	IFLORA SERENE
Registration Number:	4072188	KRILL D3
Registration Number:	3443126	MULTI-PROBIOTIC
Registration Number:	3264172	NORMALIZER-3
Registration Number:	3435357	NUTRI HEALTH
Registration Number:	4256028	NUTRI-HEALTH SUPPLEMENTS
Registration Number:	4084657	PHYSICIAN'S COMFORT FORMULA
Registration Number:	3948919	POWER 9XY
Registration Number:	3949039	PRIMOMEGA
Registration Number:	4231289	PROSTALENE RX9
Registration Number:	4071508	RESFORCE D3
Registration Number:	3267559	SEDONA LABS
Registration Number:	4521083	SEDONA PRO
Registration Number:	4084658	SEDONA PURE PETS
Registration Number:	3264196	SERRAPHASE
Registration Number:	3264197	SERRAPRO
Registration Number:	3680959	SERRAVO-D
Registration Number:	4085055	SLEEP WAVE
Registration Number:	3897906	STEADY STEP
Registration Number:	4084760	THE MUCUS SOLUTION
Registration Number:	4096867	THE MULTI-VITAMIN FOR YOUR GUT
Registration Number:	4521204	TRUBONE COMPLETE
Registration Number:	4540687	TRUDIGEST
Registration Number:	3978985	XANTHAVIEW
Registration Number:	3897861	ZYMAZORB

Property Type	Number	Word Mark
Registration Number:	2294967	
Registration Number:	3090279	
Registration Number:	4544803	
Registration Number:	4844007	
Registration Number:	4914655	
Registration Number:	4825254	
Registration Number:	4830051	
Registration Number:	3955521	ALLERGEN SAFEGUARD
Registration Number:	2696792	ARTHX
Registration Number:	2598723	BEAR ESSENTIALS
Registration Number:	2608150	BETTER THAN THE AVERAGE BEAR
Registration Number:	2263280	BREATH ASURE
Registration Number:	3874864	BUSY-BRAIN RELEASE
Registration Number:	2574499	CIRCU-VIT
Registration Number:	3808396	COMPLETE CALM
Registration Number:	2144635	ECHINACEA JR.
Registration Number:	4064725	ECO · GUARD
Registration Number:	4052074	ECO GUARD
Registration Number:	4532699	EVERY WOMAN'S EDGE
Registration Number:	4928363	FIBER GARDEN GUMMIES
Registration Number:	4176536	FISH GEL
Registration Number:	1521504	FOOD GROWN
Registration Number:	3664689	GREENDOG NATURALS
Registration Number:	3367183	GUMMY POWER SOURS
Registration Number:	2333472	HEALTH ASURE
Registration Number:	3185047	HEALTHPRESCRIPTIVES
Registration Number:	3544937	HEALTHY MOTION
Registration Number:	1934087	HERBAL EXTRAS
Registration Number:	4106752	HERBAL IQ
Registration Number:	4785544	IMMUNO-BUILD
Registration Number:	2130550	JUST ONCE
Registration Number:	4849531	KID'S ONE
Registration Number:	2602478	LAXATROL
Registration Number:	4068522	LIVER LONGEVITY
Registration Number:	3809059	MEDICINAL NUTRACEUTICS
Registration Number:	2283750	MEGAMINT
Registration Number:	3175406	MIGRASOLVE
Registration Number:	2746317	MINT ASURE

Property Type	Number	Word Mark
Registration Number:	1772172	NUTRI STARS
Registration Number:	4807180	NUTRI STARS
Registration Number:	3747365	OMEGA GLO-COAT
Registration Number:	3327682	OMEGALICIOUS
Registration Number:	3703478	OPTI-CURB
Registration Number:	2343899	ORABLAST
Registration Number:	2580054	OSTEOVENTION
Registration Number:	4068125	PHYTOKINETIC
Registration Number:	2167562	POSITIVE MENSTRUAL SUPPORT
Registration Number:	4843046	PRENATAL DAILY DUO
Registration Number:	4426242	PRENATAL DHA SMART ESSENTIALS
Registration Number:	4704878	PRENATAL PRECIOUS GEMS
Registration Number:	3758221	PROBIOACTIVE 10B
Registration Number:	3758222	PROBIOACTIVE 1B
Registration Number:	3962672	PROBIOLICIOUS
Registration Number:	4396580	PTEROULTRA
Registration Number:	1685022	RAINBOW LIGHT
Registration Number:	1805769	RAINBOW LIGHT
Registration Number:	4548927	RAINBOW LIGHT
Registration Number:	4009912	RAINBOW LIGHT CERTIFIED ORGANICS
Registration Number:	4933069	RAINBOW LIGHT EMBRACE PRENATAL 35+
Registration Number:	1598122	RAINBOW LIGHT NUTRITIONAL SYSTEMS
Registration Number:	1689805	RAINBOW NECTAR
Registration Number:	1607114	RESPIRTONE
Registration Number:	4068512	RHODIOLA RECHARGE
Registration Number:	4873042	SUNNY GUMMIES
Registration Number:	3664977	THINBERRY
Registration Number:	3269941	VEGANGUARD
Registration Number:	3664503	WHOLE DOG DAILY
Registration Number:	3744217	
Registration Number:	4749642	ACIDRELIEF360
Registration Number:	4581896	ALPHAPURE
Registration Number:	4581897	BONETREX
Registration Number:	3739572	BRAIN ENERGIZER
Registration Number:	4530885	CALMTREX
Registration Number:	4650534	CHOLESTEROL360
Registration Number:	4257464	CINNAPURE
Registration Number:	4864561	COREZYME XTS

Property Type	Number	Word Mark
Registration Number:	4460349	CURCUMIN2K
Registration Number:	4886904	CUR-Q10
Registration Number:	4801245	DAYFX
Registration Number:	4460342	D-PURE
Registration Number:	4916356	DREAMWELL
Registration Number:	4475235	DYNAMIC MAN
Registration Number:	4530886	FLEXTREX
Registration Number:	4581918	FOCUS360
Registration Number:	4638592	FUSION360
Registration Number:	4778830	GLUCOSE360
Registration Number:	4797090	JOJOBA BLUE
Registration Number:	4943359	JOJOBA RED
Registration Number:	3930176	LIVE IN THE NOW
Registration Number:	4157370	LIVE IN THE NOW YOUR GUIDE TO NATURAL HE
Registration Number:	4749727	NIGHTFX
Registration Number:	4475233	OCEANPUR
Registration Number:	4475234	OPTIPROSTATE XTS
Registration Number:	4452752	PURALC
Registration Number:	4091018	PURBIOTIC
Registration Number:	4844759	PURE-C
Registration Number:	4591341	PURVITALITY
Registration Number:	3909095	RED-Q10
Registration Number:	4736427	REGULEX
Registration Number:	3776220	RESVERAPLUS
Registration Number:	4475236	SAVE YOUR SKIN
Registration Number:	4792059	SKINGEVITY
Registration Number:	3739567	STOP AGING NOW
Registration Number:	4844758	SYNERGY3
Registration Number:	4650370	SYNERGY7
Registration Number:	4607266	SYNERGYGREENS
Registration Number:	3528535	SYNERGYSLIM
Registration Number:	4769892	T-JUVENATE
Registration Number:	4581921	VISION360
Registration Number:	3075733	NATURAL CALM
Registration Number:	3226648	NATURAL VITALITY
Registration Number:	3697057	NUTRAREV!
Registration Number:	4432004	ORGANIC CONNECTIONS
Registration Number:	3467953	ORGANIC LIFE VITAMINS

Property Type	Number	Word Mark
Registration Number:	3700290	OSTEO CALM
Registration Number:	3182588	PETER GILLHAM'S NATURAL VITALITY
Registration Number:	2346606	THETA POWER
Serial Number:	86846243	AMINO SHOOTER CORE
Serial Number:	86846365	AMINO SHOOTER CORE
Serial Number:	86846429	AMINO SHOOTER EDGE
Serial Number:	86846519	AMINO SHOOTER EDGE
Serial Number:	86545118	CHAMPION NATURALS
Serial Number:	86585124	CHAMPION NATURALS
Serial Number:	86673308	CHAMPION NUTRITION
Serial Number:	86885477	CHAMPION PERFORMANCE HEAVYWEIGHT GAINER9
Serial Number:	86806678	CHAMPION PERFORMANCE PURE WHEY PLUS
Serial Number:	86824848	CHAMPION PERFORMANCE PURE WHEY PLUS
Serial Number:	86824935	CHAMPION PERFORMANCE PURE WHEY PLUS
Serial Number:	86885546	CHAMPION PERFORMANCE SUPER HEAVYWEIGHT G
Serial Number:	86852501	CHAMPION...THERE'S ONE IN EVERY BODY
Serial Number:	86852446	CHAMPION...THERE'S ONE IN EVERYBODY
Serial Number:	86885450	HEAVYWEIGHT GAINER 900
Serial Number:	86639374	MADE BY US. BUILT BY YOU.
Serial Number:	86639502	MADE BY US. BUILT BY YOU.
Serial Number:	86639530	MADE BY US. BUILT BY YOU.
Serial Number:	86885513	SUPER HEAVYWEIGHT GAINER 1200
Serial Number:	86633723	SUPERFLY
Serial Number:	86852390	THERE IS A CHAMPION IN EVERY BODY
Serial Number:	86852421	THERE IS A CHAMPION IN EVERY BODY
Serial Number:	86806701	CHAMPION PERFORMANCE PURE WHEY PLUS
Serial Number:	86850225	HEALTH PRODUCTS HOLDINGS
Serial Number:	86740369	DIGESTIVE STIMULATOR
Serial Number:	86740519	FEATURING EXCLUSIVE BLEND OMEGA MOVE
Serial Number:	86290090	RELAAX
Serial Number:	86738022	THE COLON CLEANSING KIT
Serial Number:	86737999	THE INTERNAL CLEANSING KIT
Serial Number:	86783516	NATURE'S PRODUCTS
Serial Number:	86633742	FLORATRIM
Serial Number:	86875506	HEALTH RESOURCES
Serial Number:	86875573	HEALTH RESOURCES
Serial Number:	86387858	
Serial Number:	86388471	

Property Type	Number	Word Mark
Serial Number:	86725046	BEAR ESSENTIALS
Serial Number:	86960500	CALCIUM CITRATE BERRY WELLNESS
Serial Number:	86832180	CERTIFIED VEGAN-LEAN PROTEIN
Serial Number:	85749561	EARTH PRIDE
Serial Number:	86722616	FIBER GARDEN GUMMIES
Serial Number:	86452559	GLUTEN SAFEGUARD
Serial Number:	86180278	IMMUNOLICIOUS
Serial Number:	86535628	LIVER SAFEGUARD
Serial Number:	86168725	MOTHER'S OWN
Serial Number:	86572769	NUTRISTART
Serial Number:	86722816	POWER SOURS
Serial Number:	86754322	RAINBOW LIGHT GLUTEN SAFEGUARD
Serial Number:	86452585	SIDE BENEFITS NOT SIDE EFFECTS
Serial Number:	86535629	SLEEP ZZZEN
Serial Number:	86527452	SPORT OF LIFE
Serial Number:	85897751	THE WOMAN'S ALLY
Serial Number:	86832197	VEGAN-LEAN PROTEIN
Serial Number:	86797200	BETAPOLLEN PLUS
Serial Number:	86770303	BRIGHTFX
Serial Number:	86825885	CHARLIE'S CHOICE
Serial Number:	86721011	CHIACOMPLETE
Serial Number:	86776491	CORRECTFX
Serial Number:	86776479	FIRMFY
Serial Number:	86705381	FLEXTREX
Serial Number:	86810192	PUR GEVITY
Serial Number:	86879239	PURQ10
Serial Number:	86783252	SKIN GEVITY
Serial Number:	86727801	SKINGEVITY
Serial Number:	86691990	TRIFX
Serial Number:	86883104	TURMAFLEX
Serial Number:	86850202	WELLNEXT

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

TRADEMARK

REEL: 005804 FRAME: 0633

Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 05/24/2016

Total Attachments: 28

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of May 23, 2016, is made by WELLNEXT LLC, a limited liability company formed under the laws of Delaware (“Wellnext”), CHAMPION PERFORMANCE PRODUCTS, LLC, a limited liability company formed under the laws of Florida (“Champion”), ICELAND HEALTH, LLC, a limited liability company formed under the laws of Florida (“Iceland”), NATURAL VITALITY HOLDING COMPANY, LLC, a limited liability company formed under the laws of Delaware (“Natural Vitality”), NATURES PRODUCTS, INC., a corporation formed under the laws of Florida (“Natures Products”), RAINBOW LIGHT NUTRITIONAL SYSTEMS, LLC, a limited liability company formed under the laws of Delaware (“Rainbow”), STOP AGING NOW LLC, a limited liability company formed under the laws of Delaware (“Stop Aging”), WELLNEXT BUSINESS, LLC, a limited liability company formed under the laws of Delaware (“Wellnext Business”), WELLNEXT DIRECT, LLC, a limited liability company formed under the laws of Nevada (“Wellnext Direct”, and collectively together with Wellnext, Champion, Iceland, Natural Vitality, Natures Products, Rainbow, Stop Aging and Wellnext Business, and with each other Person joined hereto from time to time, collectively, the “Grantors”, and each a “Grantor”), each with an address at 1301 Sawgrass Corporate Parkway, Sunrise, FL 33323, in favor of MCLARTY CAPITAL PARTNERS SBIC, L.P., as Agent for Lenders under the Loan Agreement referenced below (in such capacity, together with its successors in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan, Guaranty and Security Agreement, dated as of May 23, 2016 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Loan Agreement) by and among Grantors, certain Guarantors party thereto, each other Person hereafter joined thereto as a borrower or guarantor from time to time, the lenders party thereto from time to time (collectively, the “Lenders”) and Agent, Agent and Lenders have agreed to make certain term loans to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to such Loan Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and Liens on substantially all of each Grantor’s assets, including, without limitation, all of each Grantor’s Intellectual Property and specifically including all of each Grantor’s registered United States patents, trademarks and copyrights and all of each Grantor’s filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (excluding only filed Intellectual Property that constitutes Excluded Property (and then only for so long as such filed Intellectual Property would constitute Excluded Property)) (collectively, the “U.S. Registered Intellectual Property”); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the

United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the U.S. Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Loan Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 attached hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 attached hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing (except to the extent any such filed United States trademark applications would constitute Excluded Property (and then only for so long as such filed United States trademark applications would constitute Excluded Property));

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, including, without limitation, those referred to on Schedule 1 attached hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(j) 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;

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations (other than Unasserted Contingent Obligations) are paid in full. Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Property.

Section 2. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to Agent pursuant to the Loan Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in and to and Liens on the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein, *mutatis mutandis*, as if fully set forth herein (provided, that such rights and remedies are subject, at all times and in all cases, to the provisions of the Intercreditor Agreement). In the event of any conflict between this Agreement and the Loan Agreement, the Loan Agreement shall govern.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that if Grantor acquires any new U.S. Registered Intellectual Property Collateral (including any registration or issuance of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application previously listed on Schedule 1 attached hereto or the Schedule to any other Supplement previously delivered to Agent in accordance with this paragraph), Grantors shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7 or 9.9 of the Loan Agreement following acquisition of such new U.S. Registered Intellectual Property, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A attached hereto, listing all such newly acquired U.S. Registered Intellectual Property on Schedule I attached thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired U.S. Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of

Section 1 hereof, Grantors hereby confirm and agree that any and all such after-acquired U.S. Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new U.S. Registered Intellectual Property but Grantors fail for whatever reason to deliver, in accordance with the time permitted by this Section 5, a Supplement pursuant to this Section 5, Grantors hereby authorize Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to, upon notice to such Grantor, at any time thereafter execute in the name of each Grantor an applicable Supplement with respect to such newly acquired U.S. Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Agent and to the Lenders that Schedule 1 attached hereto sets forth a full, complete and correct list of all U.S. Registered Intellectual Property Collateral owned by Grantors as of the date hereof (excluding U.S. Registered Intellectual Property Collateral that constitute Excluded Property).

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Loan Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Loan Agreement or any Other Document, or otherwise available to Agent at law or in equity, may (subject at all times and in all cases to the provisions of the Intercreditor Agreement) exercise, for its own benefit and for the ratable benefit of each other Secured Party, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Loan Agreement or any Other Document, each Grantor hereby irrevocably authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and

any officer, employee, attorney or agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue of the terms hereof and in accordance with the terms hereof and of the Loan Agreement and the Other Documents. This power of attorney is coupled with an interest and is irrevocable. Agent's rights and remedies under this Section 8 shall at all times and in all cases be subject to the provisions of and the rights and remedies of the Revolving Debt Creditors under the Intercreditor Agreement.

Section 9. Counterparts. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

Section 11. Miscellaneous. Without limiting the generality of the incorporation of the Loan Agreement herein provided for above, the provisions of Section 16.1 of the Loan Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.6 of the Loan Agreement ("Notice"), and Article 12 of the Loan Agreement ("Waivers and Judicial Proceedings") are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, as if fully set forth herein. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Law, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender. This Agreement constitutes an "Other Document" under and as defined in the Loan Agreement and is subject to the provisions therein regarding Other Documents. All exhibits and schedules attached hereto are hereby made a part of this Agreement.

[Signature pages follow]

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

GRANTORS:

WELLNEXT LLC, as a Grantor

By: _____
Name: Jose Minski
Title: President & Chief Executive Officer

NATURES PRODUCTS, INC., as a Grantor

By: _____
Name: Jose Minski
Title: President

**RAINBOW LIGHT NUTRITIONAL
SYSTEMS, LLC, as a Grantor**

By: Natures Products, Inc., its Sole Member

By: _____
Name: Jose Minski
Title: President

**NATURAL VITALITY HOLDING
COMPANY, LLC, as a Grantor**

By: Wellnext LLC, its Sole Member

By: _____
Name: Jose Minski
Title: President & Chief Executive Officer

STOP AGING NOW LLC, as a Grantor

By: Wellnext LLC, its Sole Member

By: _____
Name: Jose Minski
Title: President & Chief Executive Officer

WELLNEXT DIRECT, LLC, as a Grantor

By: Wellnext LLC, its Sole Member

By: _____
Name: Jose Minski
Title: President & Chief Executive Officer

WELLNEXT BUSINESS, LLC, as a Grantor

By: Wellnext LLC, its Sole Member

By: _____
Name: Jose Minski
Title: President & Chief Executive Officer

**CHAMPION PERFORMANCE PRODUCTS,
LLC**, as a Grantor

By: Wellnext LLC, its Sole Member

By: _____
Name: Jose Minski
Title: President & Chief Executive Officer

ICELAND HEALTH, LLC, as a Grantor

By: Wellnext LLC, its Sole Member

By: _____
Name: Jose Minski
Title: President & Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

MCLARTY CAPITAL PARTNERS SBIC, L.P.

By: McLarty Capital Partners SBIC, LLC, its general partner



By: _____

Name: Christopher D. Smith

Title: President and Managing Principal

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantors' US patents and patent applications:

<u>Country</u>	<u>Title</u>	<u>Appl.No./ Patent No.</u>	<u>Filing Date</u>	<u>Grant Date</u>	<u>Grantor/Owner</u>
US	Fast Acting Joint Relief Formulations	14/819,385	08/05/2015	N/A	Natures Products, Inc.

2. Grantors' US trademarks:

<u>Country</u>	<u>Trademark</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Grantor/Owner</u>
US	30 GRAM PROTEIN SLAM	77/758946	3905096	06/12/2009	01/11/2011	Champion Performance Products, LLC
US	AMINO SHOOTER CORE	86/846243		12/11/2015		Champion Performance Products, LLC
US	AMINO SHOOTER CORE	86/846365		12/11/2015		Champion Performance Products, LLC
US	AMINO SHOOTER EDGE	86/846429		12/11/2015		Champion Performance Products, LLC
US	AMINO SHOOTER EDGE	86/846519		12/11/2015		Champion Performance Products, LLC
US	BULK-UP	77/758912	3871676	06/12/2009	11/02/2010	Champion Performance Products, LLC
US	CHAMPION	85/662285	4422759	06/26/2012	10/22/2013	Champion Performance Products, LLC
US	CHAMPION	85/662308	4712826	06/26/2012	03/31/2015	Champion Performance Products, LLC
US	CHAMPION	85/662328	4415744	06/26/2012	10/08/2013	Champion Performance Products, LLC
US	CHAMPION	86/453723	4764590	11/13/2014	06/30/2015	Champion Performance Products, LLC
US	CHAMPION ENDURANCE	85/694506	4495588	08/03/2012	03/11/2014	Champion Performance Products, LLC
US	CHAMPION ENERGIZE	85/694682	4412101	08/03/2012	10/01/2013	Champion Performance Products, LLC
US	CHAMPION FIT	85/694495	4408330	08/03/2012	09/24/2013	Champion Performance Products, LLC
US	CHAMPION FOCUS	85/694585	4412099	08/03/2012	10/01/2013	Champion Performance Products, LLC
US	CHAMPION INVIGORATE	85/695034	4408333	08/03/2012	09/24/2013	Champion Performance Products, LLC
US	CHAMPION NATURALS	86/545118		02/25/2015		Champion Performance Products, LLC
US	CHAMPION	86/585124		04/02/2015		Champion Performance

Country	Trademark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Grantor/Owner
	NATURALS					Products, LLC
US	CHAMPION NUTRITION	76/336173	3273123	11/09/2001	08/07/2007	Champion Performance Products, LLC
US	CHAMPION NUTRITION	77/449026	3732164	04/15/2008	12/29/2009	Champion Performance Products, LLC
US	CHAMPION NUTRITION	77/449046	3807610	04/15/2008	06/22/2010	Champion Performance Products, LLC
US	CHAMPION NUTRITION	77/449063	3732165	04/15/2008	12/29/2009	Champion Performance Products, LLC
US	CHAMPION NUTRITION	78/960510	3258532	08/25/2006	07/03/2007	Champion Performance Products, LLC
US	CHAMPION NUTRITION	85/459508	4167249	10/28/2011	07/03/2012	Champion Performance Products, LLC
US	CHAMPION NUTRITION	86/673308		06/24/2015		Champion Performance Products, LLC
US	CHAMPION NUTRITION TRAIN LIKE A CHAMPION	85/459581	4167251	10/28/2011	07/03/2012	Champion Performance Products, LLC
US	CHAMPION PERFORMANCE	85/828210	4664263	01/21/2012	12/30/2014	Champion Performance Products, LLC
US	CHAMPION PERFORMANCE HEAVYWEIGHT GAINER 900	86/885477		01/25/2016		Champion Performance Products, LLC
US	CHAMPION PERFORMANCE PURE WHEY PLUS	86/806678		11/02/2015		Champion Performance Products, LLC
US	CHAMPION PERFORMANCE PURE WHEY PLUS	86/824848		11/18/2015		Champion Performance Products, LLC
US	CHAMPION PERFORMANCE PURE WHEY PLUS	86/824935		11/18/2015		Champion Performance Products, LLC
US	CHAMPION PERFORMANCE SUPER HEAVYWEIGHT GAINER 1200	86/885546		01/25/2016		Champion Performance Products, LLC
US	CHAMPION PROFLEX	74/654437	1963221	05/31/1995	03/19/1996	Champion Performance Products, LLC
US	CHAMPION RENEW	85/694647	4412100	08/03/2012	10/01/2013	Champion Performance Products, LLC
US	CHAMPION SPORT	85/694536	4491908	08/03/2012	03/04/2014	Champion Performance Products, LLC
US	CHAMPION STRENGTH	85/694443	4511543	08/03/2012	04/08/2014	Champion Performance Products, LLC
US	CHAMPION...THERE'S ONE IN EVERYBODY	86/852501		12/17/2015		Champion Performance Products, LLC
US	CHAMPION...THERE'S ONE IN EVERYBODY	86/852446		12/17/2015		Champion Performance Products, LLC
US	CREATINE BOOSTER	75/358692	2260423	09/17/1997	07/13/1999	Champion Performance Products, LLC

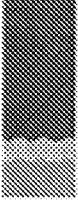



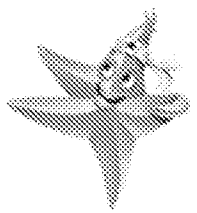
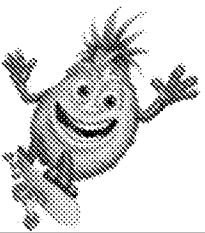
Country	Trademark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Grantor/Owner
US	CREATINE MUSCLE STACK	77/758970	3773771	06/12/2009	04/06/2010	Champion Performance Products, LLC
US	CREATINE XTREME	75/251702	2248566	03/03/1997	06/01/1999	Champion Performance Products, LLC
US	CYTOMAX	75/191868	2103527	11/04/1996	10/07/1997	Champion Performance Products, LLC
US	ELECTROKTCK	77/758942	3800951	06/12/2009	06/08/2010	Champion Performance Products, LLC
US	ESSENTIAL NUTRITION FOR THE DEMANDING NEEDS OF ATHLETES	77/544377	3681181	08/12/2008	09/08/2009	Champion Performance Products, LLC
US	HEAVYWEIGHT GAINER 900	86/885450		01/25/2016		Champion Performance Products, LLC
US	MADE BY US. BUILT BY YOU.	86/639374		05/22/2015		Champion Performance Products, LLC
US	MADE BY US. BUILT BY YOU.	86/639502		05/22/2015		Champion Performance Products, LLC
US	MADE BY US. BUILT BY YOU.	86/639530		05/22/2015		Champion Performance Products, LLC
US	METABOLOL II	75/417654	2221643	01/14/1998	02/02/1999	Champion Performance Products, LLC
US	MUSCLE NITRO	85/219420	4181708	01/17/2011	07/31/2012	Champion Performance Products, LLC
US	PERFORMADE	77/544376	3677658	08/12/2008	09/01/2009	Champion Performance Products, LLC
US	POWER CREATINE	78/541917	3060171	01/04/2005	02/21/2006	Champion Performance Products, LLC
US	RECOVER	77/758967	3911790	06/12/2009	01/25/2011	Champion Performance Products, LLC
US	REVENGE	78/869940	3209056	04/26/2006	02/13/2007	Champion Performance Products, LLC
US	SPRAWL	77/758965	3800952	06/12/2009	06/08/2010	Champion Performance Products, LLC
US	SUPER HEAVYWEIGHT GAINER 1200	86/885513		01/25/2016		Champion Performance Products, LLC
US	SUPERFLY	86/633723		05/18/2015		Champion Performance Products, LLC
US	TAKEDOWN	77/750157	3794751	06/02/2009	05/25/2010	Champion Performance Products, LLC
US	THE REVOLUTION IN NUTRITION	77/758921	3823011	06/12/2009	07/20/2010	Champion Performance Products, LLC
US	THERE IS A CHAMPION IN EVERYBODY	86/852390		12/17/2015		Champion Performance Products, LLC
US	THERE IS A CHAMPION IN EVERYBODY	86/852421		12/17/2015		Champion Performance Products, LLC
US	THERMASINE	77/542083	3793945	08/07/2008	05/25/2010	Champion Performance Products, LLC
US	THERMO GOLD	85/197356	4109958	12/14/2010	03/06/2012	Champion Performance Products, LLC


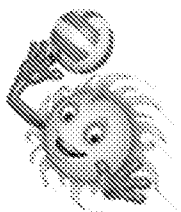


Country	Trademark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Grantor/Owner
US	TURBULENCE	86/338706	4923553	07/16/2014	03/22/2016	Champion Performance Products, LLC
US	ULTRAMET	75/893466	2514149	01/07/2000	12/04/2001	Champion Performance Products, LLC
US	VITA-VAULT	77/729799	3815540	05/05/2009	07/06/2010	Champion Performance Products, LLC
US	WIPEOUT	77/824170	3777934	09/10/2009	04/20/2010	Champion Performance Products, LLC
US	CHAMPION PERFORMANCE PURE WHEY PLUS	86/806701		11/02/2015		Champion Performance Products, LLC
US	ADAPTAPHASE	75/636150	2370385	02/08/1999	07/25/2000	Wellnext Direct, LLC
US	AGEBLOCK	76/263231	3081085	05/29/2001	04/18/2006	Wellnext Direct, LLC
US	CEASEFIRE	76/523367	2844550	06/18/2003	05/25/2004	Wellnext Direct, LLC
US	CORAL BALANCE	76/318263	2582172	09/28/2001	06/18/2002	Wellnext Direct, LLC
US	CORTITROPHIN	76/368243	2656450	02/08/2002	12/03/2002	Wellnext Direct, LLC
US	FAST RESPONSE	77/357913	3476230	12/21/2007	07/29/2008	Wellnext Direct, LLC
US	GASTRICAID	76/280365	2547330	07/02/2001	03/12/2002	Wellnext Direct, LLC
US	GENTLE CHANGES	75/515692	2392601	04/01/1999	10/10/2000	Wellnext Direct, LLC
US	GLABRINEX	77/575150	3612153	09/21/2008	04/28/2009	Wellnext Direct, LLC
US	HEALTH PRODUCTS HOLDINGS	86/850225		12/15/2015		Wellnext Direct, LLC
US	LIPICONTROL	76/523366	2844549	06/18/2003	05/25/2004	Wellnext Direct, LLC
US	MALE BALANCE	75/797389	2368757	09/13/1999	07/18/2000	Wellnext Direct, LLC
US	PROSTACOL	75/544802	2290152	08/10/1998	11/02/1999	Wellnext Direct, LLC
US	SWEET SATISFACTION	75/637959	2443253	02/11/1999	04/10/2001	Wellnext Direct, LLC
US	UNIQUE SWEET	76/319870	2634859	10/01/2001	10/15/2002	Wellnext Direct, LLC
US	UNIQUE SWEET	78/690957	3123496	08/11/2005	08/01/2006	Wellnext Direct, LLC
US	VITAMIN RESEARCH PRODUCTS	76/413745	2873244	05/28/2002	08/17/2004	Wellnext Direct, LLC
US	VRP VITAMIN RESEARCH PRODUCTS	76/413744	2880703	05/28/2002	09/07/2004	Wellnext Direct, LLC
US	AXIAL RX	86/553331	4849930	03/04/2015	11/10/2015	Iceland Health, LLC
US	BH BLESSED HERBS and Design	86/565043	4930714	03/16/2015	04/05/2016	Iceland Health, LLC





Country	Trademark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Grantor/Owner
						
US	BLESSED HERBS	75/569795	2380491	10/14/1998	08/29/2000	Iceland Health, LLC
US	BLOOD & SKIN REJUVENATOR	86/737969	4890765	08/26/2015	01/19/2016	Iceland Health, LLC
US	DIGESTIVE STIMULATOR	86/740369		08/28/2015		Iceland Health, LLC
US	FEATURING EXCLUSIVE BLEND OMEGA MOVE and Design 	86/740519		08/28/2015		Iceland Health, LLC
US	ICELAND HEALTH and Design 	85/187774	3970780	11/30/2010	05/31/2011	Iceland Health, LLC
US	ICELAND HEALTH OMEGA ULTIMATE SHIELD	85/157981	3981178	10/21/2010	06/21/2011	Iceland Health, LLC
US	ICELAND HEALTH	78/199893	2784439	01/03/2003	11/18/2002	Iceland Health, LLC
US	OMEGA MOVE	85/975879	4078272	05/14/2010	12/27/2011	Iceland Health, LLC
US	OMEGA ULTIMATE SHIELD	85/157964	3995284	10/21/2010	04/05/2011	Iceland Health, LLC
US	RELAAX	86/290090		05/23/2014		Iceland Health, LLC
US	THE COLON CLEANSING KIT	86/738022		08/26/2015		Iceland Health, LLC
US	THE INTERNAL CLEANSING KIT	86/737999		08/26/2015		Iceland Health, LLC
US	COGNITIA	86/207136	4744777	02/28/2014	05/26/2015	Iceland Health, LLC
US	NATURE'S PRIDE	73/603063	1437038	06/09/1986	04/21/1987	Nature's Products, Inc.
US	NATURE'S PRODUCTS	86/783516		10/09/2015		Nature's Products, Inc.
US	ADVANCED CELL RESCUE	85/625402	4927732	05/15/2012	03/29/2016	Wellnext Direct, LLC
US	ADVANCED-Q	85/445998	4231290	10/12/2011	10/23/2012	Wellnext Direct, LLC

Country	Trademark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Grantor/Owner
US	ARTHROZYME	78/264991	2847559	06/20/2003	06/01/2004	Wellnext Direct, LLC
US	BG-COR ADVANCED HEART HEALTH	85/318390	4191688	05/11/2011	08/14/2012	Wellnext Direct, LLC
US	BIF RELIEF 24-7	85/107534	4168504	08/13/2010	07/03/2012	Wellnext Direct, LLC
US	BI-OPTTUM	85/245161	4529888	02/17/2011	05/13/2014	Wellnext Direct, LLC
US	CORTICLEANSE	77/452285	3838377	04/18/2008	08/24/2010	Wellnext Direct, LLC
US	DESTINATION...HE ALTH & INNER BALANCE.	85/099864	3940623	08/04/2010	04/05/2011	Wellnext Direct, LLC
US	DETOXICOR	77/499014	3835664	03/13/2008	08/17/2010	Wellnext Direct, LLC
US	D-RIBOSE GOLD	85/459440	4302295	10/28/2011	03/12/2013	Wellnext Direct, LLC
US	D-RIBOSE GOLD	85/458935	4302293	10/28/2011	03/12/2013	Wellnext Direct, LLC
US	FLORA CALM	77/398576	3686875	02/15/2008	09/22/2009	Wellnext Direct, LLC
US	FLORA SINUS	77/398568	3677309	02/15/2008	09/01/2009	Wellnext Direct, LLC
US	FLORA SLEEP	77/932410	3835045	02/10/2010	08/17/2010	Wellnext Direct, LLC
US	FLORA SOURCE	77/034387	3267602	11/01/2006	07/24/2007	Wellnext Direct, LLC
US	FLORA ZYME	76/408631	2758327	05/13/2002	09/02/2003	Wellnext Direct, LLC
US	FLORABRIGHT HEALTHY BREATH MINTS	85/244682	4081283	02/17/2011	01/03/2012	Wellnext Direct, LLC
US	FLORATRIM	86/633742		05/18/2015		Wellnext Direct, LLC
US	FOCUS FIRST	77/924952	3941840	02/01/2010	04/05/2011	Wellnext Direct, LLC
US	FOCUS FORCE	77/818776	3901569	09/02/2009	01/04/2011	Wellnext Direct, LLC
US	GLUCOPROTECT 6X	85/479194	4273255	11/22/2011	01/08/2013	Wellnext Direct, LLC
US	H2 OMHGA-3	77/954692	3952201	03/09/2010	04/26/2011	Wellnext Direct, LLC
US	HEALTH RESOURCES	86/875506		01/14/2016		Wellnext Direct, LLC
US	HEALTH RESOURCES	86/875573		01/14/2016		Wellnext Direct, LLC
US	IFLORA	77/021118	3364308	10/13/2006	01/08/2008	Wellnext Direct, LLC
US	iFlora	78/264987	2850963	06/20/2003	06/08/2004	Wellnext Direct, LLC
US	IFLORA SERENE	77/401884	3796225	02/20/2008	06/01/2010	Wellnext Direct, LLC
US	KRILL D3	85/245227	4072188	02/17/2011	12/13/2011	Wellnext Direct, LLC


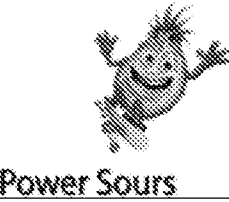
Country	Trademark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Grantor/Owner
US	MULTI-PROBIOTIC	77/000544	3443126	09/15/2006	06/03/2008	Wellnext Direct, LLC
US	NORMALIZER-3	77/021126	3264172	10/13/2006	07/17/2007	Wellnext Direct, LLC
US	NUTRI HEALTH	77/286246	3435357	09/21/2007	05/27/2008	Wellnext Direct, LLC
US	NUTRI-HEALTH SUPPLEMENTS	85/322814	4256028	05/17/2011	12/11/2012	Wellnext Direct, LLC
US	PHYSICIAN'S COMFORT FORMULA	85/099855	4084657	08/04/2010	01/10/2012	Wellnext Direct, LLC
US	POWER 9XY	77/924993	3948919	02/01/2010	04/19/2011	Wellnext Direct, LLC
US	PRIMOMEGA	77/954697	3949039	03/09/2010	04/19/2011	Wellnext Direct, LLC
US	PROSTALENE RX9	85/445993	4231289	10/12/2011	10/23/2012	Wellnext Direct, LLC
US	RESFORCE D3	85/114478	4071508	08/24/2010	12/13/2011	Wellnext Direct, LLC
US	SEDONA LABS	77/021129	3267559	10/13/2006	07/24/2007	Wellnext Direct, LLC
US	SEDONA PRO	86/043012	4521083	08/20/2013	04/29/2014	Wellnext Direct, LLC
US	SEDONA PURE PETS	85/099891	4084658	08/04/2010	01/10/2012	Wellnext Direct, LLC
US	SERRAPHASE	77/034365	3264196	11/01/2006	07/17/2007	Wellnext Direct, LLC
US	SERRAPRO	77/034375	3264197	11/01/2006	07/17/2007	Wellnext Direct, LLC
US	SERRAVO-D	77/475708	3680959	05/15/2008	09/08/2009	Wellnext Direct, LLC
US	SLEEP WAVE	85/217370	4085055	01/13/2011	01/10/2012	Wellnext Direct, LLC
US	STEADY STEP	77/818774	3897906	09/02/2009	12/28/2010	Wellnext Direct, LLC
US	THE MUCUS SOLUTION	85/140137	4084760	09/28/2010	01/10/2012	Wellnext Direct, LLC
US	THE MULTI-VITAMIN FOR YOUR GUT	85/140746	4096867	09/29/2010	02/07/2012	Wellnext Direct, LLC
US	TRUBONE COMPLETE	86/047525	4521204	08/26/2013	04/29/2014	Wellnext Direct, LLC
US	TRUDIGEST	86/051453	4540687	08/29/2013	05/27/2014	Wellnext Direct, LLC
US	XANTHAVIEW	77/916750	3978985	01/21/2010	06/14/2011	Wellnext Direct, LLC
US	ZYMAZORB	77/798964	3897861	08/06/2009	12/28/2010	Wellnext Direct, LLC
US	(Design Only)	75/358531	2294967		11/30/1999	Rainbow Light Nutritional Systems, LLC

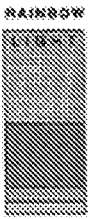


Country	Trademark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Grantor/Owner
						
US	(Design Only) 	78/640110	3090279		05/09/2006	Rainbow Light Nutritional Systems, LLC
US	(Design Only) 	85/895637	4544803	04/04/2013	06/03/2014	Rainbow Light Nutritional Systems, LLC
US	(Design Only) 	86/387858		09/08/2014		Rainbow Light Nutritional Systems, LLC
US	(Design Only) 	86/387921	4844007	09/08/2014	11/03/2015	Rainbow Light Nutritional Systems, LLC
US	(Design Only) 	86/387987	4914655	09/08/2014	03/08/2016	Rainbow Light Nutritional Systems, LLC
US	(Design Only)	86/388379	4825254	09/08/2014	10/06/2015	Rainbow Light Nutritional Systems, LLC

Country	Trademark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Grantor/Owner
						
US	(Design Only) 	86/388402	4830051	09/08/2014	10/13/2015	Rainbow Light Nutritional Systems, LLC
US	(Design Only) 	86/388471		09/08/2014		Rainbow Light Nutritional Systems, LLC
US	ALLERGEN SAFEGUARD	77/874548	3955521	11/17/2009	05/03/2011	Rainbow Light Nutritional Systems, LLC
US	ARTHX	78/096576	2696792	12/04/2001	03/11/2003	Rainbow Light Nutritional Systems, LLC
US	BEAR ESSENTIALS	75/917134	2598723	02/11/2000	07/23/2002	Rainbow Light Nutritional Systems, LLC
US	BEAR ESSENTIALS  Bear Essentials	86/725046		08/14/2015		Rainbow Light Nutritional Systems, LLC
US	BETTER THAN THE AVERAGE BEAR	76/163794	2608150	11/08/2000	08/13/2002	Rainbow Light Nutritional Systems, LLC
US	BREATH ASURE	75/551110	2263280	09/10/1998	07/20/1999	Rainbow Light Nutritional Systems, LLC
US	BUSY-BRAIN RELEASE	77/915207	3874864	01/19/2010	11/09/2010	Rainbow Light Nutritional Systems, LLC
US	CALCIUM CITRATE BERRY WELLNESS	86/960500		03/31/2016		Rainbow Light Nutritional Systems, LLC
US	CERTIFIED VEGAN-LEAN PROTEIN	86/832180		11/25/2015		Rainbow Light Nutritional Systems, LLC
US	CIRCU-VIT	76/155075	2574499	10/26/2000	05/28/2002	Rainbow Light Nutritional Systems, LLC
US	COMPLETE CALM	77/781545	3808396	07/15/2009	06/22/2010	Rainbow Light Nutritional Systems, LLC
US	EARTH PRIDE	85/749561		10/09/2012		Rainbow Light Nutritional Systems, LLC
US	ECHINACEA JR.	75/266584	2144635	03/31/1997	03/17/1998	Rainbow Light

Country	Trademark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Grantor/Owner
						Nutritional Systems, LLC
US	ECO-GUARD and Design 	85/223215	4064725	01/21/2011	11/29/2011	Rainbow Light Nutritional Systems, LLC
US	ECO GUARD	85/217200	4052074	01/13/2011	11/08/2011	Rainbow Light Nutritional Systems, LLC
US	EVERY WOMAN'S EDGE	86/051172	4532699	08/29/2013	05/20/2014	Rainbow Light Nutritional Systems, LLC
US	FIBER GARDEN GUMMIES and Design  Fiber Garden Gummies	86/396545	4928363	09/16/2014	03/29/2016	Rainbow Light Nutritional Systems, LLC
US	FIBER GARDEN GUMMIES and Design  Fiber Garden Gummies	86/722616		08/12/2015		Rainbow Light Nutritional Systems, LLC
US	FISH GEL and Design 	85/232801	4176536	02/02/2011	07/17/2012	Rainbow Light Nutritional Systems, LLC
US	FOOD GROWN	73/731855	1521504	05/31/1988	01/24/1989	Rainbow Light Nutritional Systems, LLC
US	GLUTEN SAFEGUARD	86/452559		11/12/2014		Rainbow Light Nutritional Systems, LLC
US	GREENDOG NATURALS	77/471966	3664689	05/12/2008	08/04/2009	Rainbow Light Nutritional Systems, LLC
US	GUMMY POWER SOURS	78/936449 3367183	3367183	07/24/2006	01/08/2008	Rainbow Light Nutritional Systems, LLC
US	HEALTH ASURE	75/156732	2333472	08/27/1996	03/21/2000	Rainbow Light Nutritional Systems, LLC
US	HEALTHPRESCRIPTIONS	78/538095	3185047	12/23/2004	12/12/2006	Rainbow Light Nutritional Systems, LLC
US	HEALTHY MOTION	77/415542	3544937	03/06/2008	12/09/2008	Rainbow Light

Country	Trademark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Grantor/Owner
						Nutritional Systems, LLC
US	HERBAL EXTRAS	74/491091	1934087	12/13/1994	11/07/1995	Rainbow Light Nutritional Systems, LLC
US	HERBAL IQ	85/224810	4106752	01/24/2011	02/28/2012	Rainbow Light Nutritional Systems, LLC
US	IMMUNO-BUILD	86/478248	4785544	12/11/2014	08/04/2015	Rainbow Light Nutritional Systems, LLC
US	IMMUNOLICIOUS	86/180278		10/30/2014		Rainbow Light Nutritional Systems, LLC
US	JUST ONCE	75/240582	2130550	02/12/1997	01/20/1998	Rainbow Light Nutritional Systems, LLC
US	KID'S ONE and Design 	86/479400	4849531	12/12/2014	11/10/2015	Rainbow Light Nutritional Systems, LLC
US	LAXATROL	76/163793	2602478	11/08/2000	07/30/2002	Rainbow Light Nutritional Systems, LLC
US	LIVER LONGEVITY	85/190657	4068522	12/03/2010	12/06/2011	Rainbow Light Nutritional Systems, LLC
US	LIVER SAFEGUARD	86/535628		02/16/2015		Rainbow Light Nutritional Systems, LLC
US	MEDICINAL NUTRACEUTICS and Design 	77/649769	3809059	01/14/2009	06/29/2010	Rainbow Light Nutritional Systems, LLC
US	MEGAMINT	75/304546	2283750	06/06/1997	10/05/1999	Rainbow Light Nutritional Systems, LLC
US	MIGRASOLVE	78/628596	3175406	05/12/2005	11/21/2006	Rainbow Light Nutritional Systems, LLC
US	MINT ASURE	76/373715	2746317		08/05/2003	Rainbow Light Nutritional Systems, LLC
US	MOTHER'S OWN	86/168725		01/17/2014		Rainbow Light Nutritional Systems, LLC
US	NUTRI STARS	74/020411	1772172	01/19/1990	05/18/1993	Rainbow Light Nutritional Systems, LLC
US	NUTRI STARS and Design	86/479115	4807180	12/12/2014	09/08/2015	Rainbow Light Nutritional Systems, LLC

Country	Trademark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Grantor/Owner
						
US	NUTRI START	86/572769		03/23/2015		Rainbow Light Nutritional Systems, LLC
US	OMEGA GLO-COAT	77/411052	3747365	03/03/2008	02/09/2010	Rainbow Light Nutritional Systems, LLC
US	OMEGALICIOUS	78/867313	3327682	04/21/2006	10/30/2007	Rainbow Light Nutritional Systems, LLC
US	OPTI-CURB	77/660379	3703478	01/30/2009	10/27/2009	Rainbow Light Nutritional Systems, LLC
US	ORABLAST	75/259940	2343899	03/19/1997	04/18/2000	Rainbow Light Nutritional Systems, LLC
US	OSTEOVENTION	76/114503	2580054	08/22/2000	06/11/2002	Rainbow Light Nutritional Systems, LLC
US	PHYTOKTNETTC	85/047160	4068125	05/25/2010	12/06/2011	Rainbow Light Nutritional Systems, LLC
US	POSITIVE MENSTRUAL SUPPORT	75/303196	2167562	06/04/1997	06/23/1998	Rainbow Light Nutritional Systems, LLC
US	POWER SOURS and Design 	86/722816		08/12/2015		Rainbow Light Nutritional Systems, LLC
US	PRENATAL DAILY DUO	86/168773	4843046	01/17/2014	10/27/2015	Rainbow Light Nutritional Systems, LLC
US	PRENATAL DHA SMART ESSENTIALS	85/607231	4426242	04/24/2012	10/29/2013	Rainbow Light Nutritional Systems, LLC
US	PRENATAL PRECIOUS GEMS	86/130904	4704878	11/27/2013	03/17/2015	Rainbow Light Nutritional Systems, LLC
US	PROBIOACTIVE 10B	77/411042	3758221	03/03/2008	03/09/2010	Rainbow Light Nutritional Systems, LLC
US	PROBIOACTIVE 1B	77/411045	3758222	03/03/2008	03/09/2010	Rainbow Light Nutritional Systems, LLC
US	PROBIOLICIOUS	77/857215	3962672	10/26/2009	05/17/2011	Rainbow Light Nutritional Systems, LLC
US	PTEROULTRA	85/219297	4396580	01/17/2011	09/03/2013	Rainbow Light Nutritional Systems, LLC
US	RAINBOW LIGHT and Design	74/116189	1685022	11/19/1990	05/05/1992	Rainbow Light Nutritional Systems, LLC

Country	Trademark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Grantor/Owner
						
US	RAINBOW LIGHT	74/369416	1805769	03/17/1993	11/23/1993	Rainbow Light Nutritional Systems, LLC
US	RAINBOW LIGHT and Design 	85/895633	4548927	04/04/2013	06/10/2014	Rainbow Light Nutritional Systems, LLC
US	RAINBOW LIGHT CERTIFIED ORGANICS	77/784173	4009912	07/17/2009	08/09/2011	Rainbow Light Nutritional Systems, LLC
US	RAINBOW LIGHT EMBRACE PRENATAL 35+	86/288887	4933069	05/22/2014	05/05/2016	Rainbow Light Nutritional Systems, LLC
US	RAINBOW LIGHT GLUTEN SAFEGUARD	86/754322		09/11/2015		Rainbow Light Nutritional Systems, LLC
US	RAINBOW LIGHT NUTRITIONAL SYSTEMS	73/816341	1598122	08/01/1989	05/29/1990	Rainbow Light Nutritional Systems, LLC
US	RAINBOW NECTAR	74/160531	1689805	04/24/1991	06/02/1992	Rainbow Light Nutritional Systems, LLC
US	RESPIRTONE	73/816348	1607114	08/01/1989	07/24/1990	Rainbow Light Nutritional Systems, LLC
US	RHODIOLA RECHARGE	85/186119	4068512	11/29/2010	12/06/2011	Rainbow Light Nutritional Systems, LLC
US	SIDE BENEFITS NOT SIDE EFFECTS	86/452585		11/12/2014		Rainbow Light Nutritional Systems, LLC
US	SLEEP ZZZEN	86/535629		02/16/2015		Rainbow Light Nutritional Systems, LLC
US	SPORT OF LIFE	86/527452		02/06/2015		Rainbow Light Nutritional Systems, LLC
US	SUNNY GUMMIES and Design 	86/479365	4873042	12/12/2014	12/22/2015	Rainbow Light Nutritional Systems, LLC
US	THE WOMAN'S ALLY	85/897751		11/05/2013		Rainbow Light Nutritional Systems, LLC

Country	Trademark	Appl. No.	Reg. No.	Filing Date	Reg. Date	Grantor/Owner
US	THINBERRY	77/588413	3664977	10/08/2008	08/04/2009	Rainbow Light Nutritional Systems, LLC
US	VEGANGUARD	78/719786	3269941	09/23/2005	07/24/2007	Rainbow Light Nutritional Systems, LLC
US	VEGAN-LEAN PROTEIN	86/832197		11/25/2015		Rainbow Light Nutritional Systems, LLC
US	WHOLE DOG DAILY	77/414261	3664503	03/05/2008	08/04/2009	Rainbow Light Nutritional Systems, LLC
US	(Design Only)	77/760514	3744217	06/16/2009	02/02/2010	Stop Aging Now LLC
US	ACIDRELIEF360	86/346263	4749642	07/23/2014	06/02/2015	Stop Aging Now LLC
US	ALPHAPURE	86/103211	4581896	10/28/2013	08/05/2014	Stop Aging Now LLC
US	BETAPOLLEN PLUS	86/797200		10/23/2015		Stop Aging Now LLC
US	BONETREX	86/103220	4581897	10/28/2013	08/05/2014	Stop Aging Now LLC
US	BRAIN ENERGIZER	77/760523	3739572	06/16/2009	01/19/2010	Stop Aging Now LLC
US	BRIGHTFX	86/770303		09/28/2015		Stop Aging Now LLC
US	CALMTREX	85/970412	4530885	06/26/2013	05/13/2014	Stop Aging Now LLC
US	CHARLIE'S CHOICE	86/825885		11/19/2015		Stop Aging Now LLC
US	CHIACOMPLETE	86/721011		08/11/2015		Stop Aging Now LLC
US	CHOLESTEROL360	86/241770	4650534	04/03/2014	12/02/2014	Stop Aging Now LLC
US	CINNAPURE	85/608143	4257464	04/25/2012	12/11/2012	Stop Aging Now LLC
US	COREZYME XTS	86/531631	4864561	02/11/2015	12/01/2015	Stop Aging Now LLC
US	CORRECTFX	86/776491		10/02/2015		Stop Aging Now LLC
US	CURCUMIN2K	86/001465	4460349	07/03/2013	12/31/2013	Stop Aging Now LLC
US	CUR-Q10	86/531623	4886904	02/11/2015	01/12/2016	Stop Aging Now LLC
US	DAYFX	86/490509	4801245	12/24/2014	08/25/2015	Stop Aging Now LLC
US	D-PURE	85/971557	4460342	06/27/2013	10/28/2013	Stop Aging Now LLC
US	DREAMWELL	85/967901	4916356	06/24/2013	03/15/2016	Stop Aging Now LLC
US	DYNAMIC MAN	85/970492	4475235	06/26/2013	01/28/2014	Stop Aging Now LLC
US	FIRMFY	86/776479		10/02/2015		Stop Aging Now LLC
US	FLEXTREX	85/970420	4530886	06/26/2013	05/13/2014	Stop Aging Now LLC
US	FLEXTREX	86/705381		07/27/2015		Stop Aging Now LLC
US	FOCUS360	86/111442	4581918	11/06/2013	08/05/2014	Stop Aging Now LLC
US	FUSION360	86/249394	4638592	04/11/2014	11/11/2014	Stop Aging Now LLC
US	GLUCOSE360	86/346639	4778830	07/24/2014	07/21/2015	Stop Aging Now LLC
US	JOJOBA BLUE	86/562968	4797090	03/13/2015	08/18/2015	Stop Aging Now LLC
US	JOJOBA RED	86/770282	4943359	09/28/2015	04/19/2016	Stop Aging Now LLC
US	LIVE IN THE NOW	85/975063	3930176	05/04/2010	03/08/2011	Stop Aging Now LLC
US	LIVE IN THE NOW YOUR GUIDE TO NATURAL HEALTH	85/445840	4157370	10/12/2011	06/12/2012	Stop Aging Now LLC
US	NIGHTFX	86/378767	4749727	08/27/2014	06/02/2015	Stop Aging Now LLC
US	OCEANPUR	85/970466	4475233	06/26/2013	01/28/2014	Stop Aging Now LLC
US	OPTIPROSTATF XTS	85/970473	4475234	06/26/2013	01/28/2014	Stop Aging Now LLC
US	PUR GEVITY	86/810192		11/05/2015		Stop Aging Now LLC

<u>Country</u>	<u>Trademark</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Grantor/Owner</u>
US	PURALC	85/971555	4452752	06/27/2013	12/17/2013	Stop Aging Now LLC
US	PURBIOTIC	85/353770	4091018	06/23/2011	01/24/2012	Stop Aging Now LLC
US	PURE-C	86/562979	4844759	03/13/2015	11/03/2015	Stop Aging Now LLC
US	PURQ10	86/879239		01/19/2016		Stop Aging Now LLC
US	PURVITALITY	85/970502	4591341	06/26/2013	08/26/2014	Stop Aging Now LLC
US	RED-Q10	77/870860	3909095	11/12/2009	01/18/2011	Stop Aging Now LLC
US	REGULEX	86/206215	4736427	02/27/2014	05/12/2015	Stop Aging Now LLC
US	RESVERAPLUS	77/760530	3776220	06/16/2009	04/13/2010	Stop Aging Now LLC
US	SAVE YOUR SKIN	85/970495	4475236	06/26/2013	01/28/2014	Stop Aging Now LLC
US	SKIN GEVITY	86/783252		10/09/2015		Stop Aging Now LLC
US	SKINGEVITY	86/435300	4792059	10/27/2014	08/11/2015	Stop Aging Now LLC
US	SKINGEVITY	86/727801		08/17/2015		Stop Aging Now LLC
US	STOP AGING NOW	77/760498	3739567	06/16/2009	01/19/2010	Stop Aging Now LLC
US	SYNERGY3	86/562973	4844758	03/13/2015	11/03/2015	Stop Aging Now LLC
US	SYNERGY7	86/129750	4650370	11/26/2013	12/02/2014	Stop Aging Now LLC
US	SYNERGYGREENS	86/119031	4607266	11/14/2013	09/16/2014	Stop Aging Now LLC
US	SYNERGYSLIM	77/228757	3528535	07/13/2007	11/04/2008	Stop Aging Now LLC
US	T-JUVENATE	86/241020	4769892	04/03/2014	07/07/2015	Stop Aging Now LLC
US	TRIFX	86/691990		07/14/2015		Stop Aging Now LLC
US	TURMAFLEX	86/883104		01/22/2016		Stop Aging Now LLC
US	VISION360	86/112177	4581921	11/06/2013	08/05/2014	Stop Aging Now LLC
US	WELLNEXT	86/850202		12/15/2015		Wellnext, LLC
US	NATURAL CALM	78/435092	3075733	06/14/2004	04/04/2006	Natural Vitality Holding Company, LLC
US	NATURAL VITALITY	78/351290	3226648	01/13/2004	04/10/2007	Natural Vitality Holding Company, LLC
US	NUTRAREV!	77/653312	3697057	01/21/2009	10/13/2009	Natural Vitality Holding Company, LLC
US	ORGANIC CONNECTIONS	85/882999	4432004	03/21/2013	11/12/2013	Natural Vitality Holding Company, LLC
US	ORGANIC LIFE VITAMINS	78/954012	3467953	08/17/2006	07/15/2008	Natural Vitality Holding Company, LLC
US	OSTEO CALM	77/653309	3700290	01/21/2009	10/20/2009	Natural Vitality Holding Company, LLC
US	PETER GILLHAM'S NATURAL VITALITY	78/531191	3182588	12/13/2004	12/12/2006	Natural Vitality Holding Company, LLC
US	THETA POWER	75/552914	2346606	09/18/1998	05/02/2000	Natural Vitality Holding Company, LLC

3. Grantors' US copyrights:

<u>Copyright</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>	<u>Status in Copyright Office</u>	<u>Owner</u>
Living source: pure food systems	VA0000475710	07/26/1991	Registered.	Rainbow Light Nutritional Systems, LLC ¹

¹ Entity conversion from Rainbow Light Nutritional Systems, Inc. to Rainbow Light Nutritional Systems, LLC dated October 14, 2014. Will be filed with the Copyright Office prior to closing to reflect current entity.

<u>Copyright</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>	<u>Status in Copyright Office</u>	<u>Owner</u>
Phyto-nutrients	TX0004227281	03/06/1996	Registered	Rainbow Light Nutritional Systems, LLC ¹

¹ Entity conversion from Rainbow Light Nutritional Systems, Inc. to Rainbow Light Nutritional Systems, LLC dated October 14, 2014. Will be filed with the Copyright Office prior to closing to reflect current entity.

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Supplement") made as of this ___ day of _____, by WELLNEXT LLC, a limited liability company formed under the laws of Delaware ("Wellnext"), CHAMPION PERFORMANCE PRODUCTS, LLC, a limited liability company formed under the laws of Florida ("Champion"), ICELAND HEALTH, LLC, a limited liability company formed under the laws of Florida ("Iceland"), NATURAL VITALITY HOLDING COMPANY, LLC, a limited liability company formed under the laws of Delaware ("Natural Vitality"), NATURES PRODUCTS, INC., a corporation formed under the laws of Florida ("Natures Products"), RAINBOW LIGHT NUTRITIONAL SYSTEMS, LLC, a limited liability company formed under the laws of Delaware ("Rainbow"), STOP AGING NOW LLC, a limited liability company formed under the laws of Delaware ("Stop Aging"), WELLNEXT BUSINESS, LLC, a limited liability company formed under the laws of Delaware ("Wellnext Business"), WELLNEXT DIRECT, LLC, a limited liability company formed under the laws of Nevada ("Wellnext Direct"), and collectively together with Wellnext, Champion, Iceland, Natural Vitality, Natures Products, Rainbow, Stop Aging and Wellnext Business, and with each other Person joined hereto from time to time, collectively, the "Grantors", and each a "Grantor", each with an address at 1301 Sawgrass Corporate Parkway, Sunrise, FL 33323, in favor of MCLARTY CAPITAL PARTNERS SBIC, L.P., as Agent for Lenders under the Loan Agreement referenced below (in such capacity, together with its successors in such capacity, the "Agent").

WITNESSETH:

WHEREAS, Grantors and Agent are parties to that certain Intellectual Property Security Agreement dated as of May 23, 2016 (as the same heretofore may have been and hereafter may be amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance in full of all Obligations to Agent and each other Secured Party, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that if Grantor acquires any new U.S. Registered Intellectual Property (excluding only Intellectual Property that constitutes Excluded Property (and then only for so long as such Intellectual Property would constitute Excluded Property)), Grantor shall deliver within the time permitted by the IP Agreement to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired U.S. Registered Intellectual Property, which such Supplement is

intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors party hereto, intending to be legally bound, hereby agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under the Loan Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired U.S. Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Property. Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Grantors hereby represent and warrant to Agent and to the Lenders that Schedule 1 attached hereto sets forth a full, complete and correct list of all U.S. Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof (excluding only Intellectual Property that constitutes Excluded Property).

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference, and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement. All of the provisions of the IP Agreement are and remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Agreement as of the date first written above.

GRANTORS:

[_____]

By: _____
Name:
Title:

[_____]

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

MCLARTY CAPITAL PARTNERS SBIC, L.P.

By: _____
Name:
Title:

SCHEDULE 1
to
Supplement to Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantors' U.S. patents and patent applications:

Grantor/Owner	Title	Country/ Jurisdiction	Application No./ Registration No.	Filing Date/ Registration Date

2. Grantors' U.S. trademarks and trademark applications:

Grantor/Owner	Trademark	Country/ Jurisdiction	Application No./ Registration No.	Filing Date/ Registration Date

3. Grantors' U.S. copyrights and copyright applications:

Grantor/Owner	Title	Country/ Jurisdiction	Application No./ Registration No.	Filing Date/ Registration Date