

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELITE ONE SOURCE NUTRISCIENCES, INC.		06/08/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	Two Tower Center Boulevard		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86514426	ELITE ONE SOURCE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	John Salvage		
Address Line 1:	4400 Easton Commons Way Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	John Salvage		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	06/13/2016		
Total Attachments: 6			
source=PNC-Elite-Trademark security agreement to be filed with USPTO#page1.tif			
source=PNC-Elite-Trademark security agreement to be filed with USPTO#page2.tif			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of June 8, 2016 is made by ELITE ONE SOURCE NUTRISCIENCES, INC., a Delaware corporation (“Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION (“PNC”), as agent for the benefit of the Lenders (defined below) (in such capacity, together with its successors and permitted assigns, the “Agent”).

Introductory Statement

WHEREAS, pursuant to the Revolving Credit, Term Loan and Security Agreement dated as of June 8, 2016 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Loan Agreement”) among NUTRITIONAL LABORATORIES INTERNATIONAL, INC., a Montana corporation (“NLI”), NUTRAMED, INC., a California corporation (“NutraMed” and together with NLI, collectively, the “Borrowers”, and each individually a “Borrower”), Grantor, certain financial institutions from time to time party thereto (the “Lenders”) and Agent, the Lenders have agreed to make certain financial accommodations to the Borrowers on and subject to the terms and conditions set forth therein, and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce Agent and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective loans to the Borrowers thereunder, and to induce Agent to act in its agency capacity thereunder, and intending to be legally bound, Grantor hereby agrees with Agent, for the benefit of the Lenders, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby mortgages, pledges, collaterally assigns and transfers to Agent for the benefit of the Lenders, and grants to Agent for the benefit of the Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its registered trademarks and pending applications shown in the attached Schedule 1 attached hereto (as the same may be amended pursuant hereto from time to time), and those trademarks which are hereafter adopted or acquired by Grantor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter

acquired by Grantor (collectively, the "Trademarks") and all trademark licenses providing for the grant by or to Grantor of any right in, to, or under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to Agent for the benefit of the Lenders pursuant to the Loan Agreement. Grantor hereby acknowledges and agrees that the rights and remedies of Agent and the obligations of Grantor with respect to the Liens and security interests in the Trademark 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 as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other action deemed reasonably necessary by such Grantor in connection with their Trademarks and the trademark licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH,

THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 12.13 OF THE LOAN AGREEMENT (“JURY WAIVER”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 16.2, 16.3(a), 16.6, 16.8, 16.12 and 16.13 of the Loan Agreement (“Entire Understanding”; “Successors and Assigns”; “Notice”; “Severability”; “Captions”; “Counterparts; Facsimile Signatures”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute an “Other Document” for all purposes of the Loan Agreement and the Other Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

ELITE ONE SOURCE NUTRISCIENCES,
INC., as Grantor

By  _____

Name: Peter Malecha

Title: Chief Executive Officer

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Description	Registration/Serial Number	Registration Date
ELITE ONE SOURCE	86514426	January 26, 2015

2. TRADEMARK APPLICATIONS

N/A

3. TRADEMARK LICENSES

N/A

Schedule 1