

900381475 10/14/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM402031

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA Corrected: INTERNATIONAL IP HOLDINGS, LLC *JA 10/31/16*

Name	Formerly	Execution Date	Entity Type
IP HOLDINGS, LLC		10/14/2016	Limited Liability Company:

RECEIVING PARTY DATA

Name:	KEYBANK NATIONAL ASSOCIATION
Street Address:	127 PUBLIC SQUARE
Internal Address:	ATTN: COMMERCIAL BANKING
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	78434496	5 HOUR ENERGY
Serial Number:	77522602	5-HOUR ENERGY
Serial Number:	85007006	5-HOUR ENERGY
Serial Number:	85085504	2:30 FEELING
Serial Number:	85353246	FIXES TIRED FAST
Serial Number:	77643731	
Serial Number:	85007217	
Serial Number:	85007326	5-HOUR ENERGY
Serial Number:	85124847	
Serial Number:	85125017	
Serial Number:	85131851	
Serial Number:	85132099	5-HOUR ENERGY EXTRA STRENGTH
Serial Number:	85132321	ENERGY HOUR 5
Serial Number:	85132391	ENERGY HOUR 5
Serial Number:	85255911	ENERGY HOUR 5
Serial Number:	85317129	5-HOUR ENERGY
Serial Number:	85319463	
Serial Number:	85319501	

OP \$815.00 78434496

Property Type	Number	Word Mark
Serial Number:	86344191	
Serial Number:	86344178	
Serial Number:	86116725	
Serial Number:	86116824	
Serial Number:	86116786	
Serial Number:	86116910	
Serial Number:	86116852	
Serial Number:	86117337	
Serial Number:	86117323	
Serial Number:	86254052	5-HOUR ENERGY
Serial Number:	86254045	5-HOUR ENERGY
Serial Number:	86613574	FESTINO
Serial Number:	85978795	SLIMFUL
Serial Number:	85978796	SLIMFUL

CORRESPONDENCE DATA

Fax Number: 2165665800

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: 2165665791

Email: Jennifer.Hardy@thompsonhine.com

Correspondent Name: DAVID THOMAS, ESQ.

Address Line 1: 3900 KEY CENTER

Address Line 2: 127 PUBLIC SQUARE

Address Line 4: CLEVELAND, OHIO 44114

NAME OF SUBMITTER: David Thomas, Esq.

SIGNATURE: /s/ David Thomas

DATE SIGNED: 10/14/2016

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated, amended and restated, supplemented or otherwise modified, this "Agreement") is made effective as of the 14th day of October, 2016 by INTERNATIONAL IP HOLDINGS, LLC, a Michigan limited liability company (the "Pledgor"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, as the administrative agent under the Credit Agreement, as hereinafter defined (including any successor thereto, the "Administrative Agent"), for the benefit of the Administrative Agent and the Lenders, as hereinafter defined.

1. Recitals.

Innovation Ventures, LLC, a Michigan limited liability company (the "Borrower"), is entering into that certain Credit and Security Agreement, dated as of October 14, 2016, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the "Lenders" and, individually, each a "Lender") and the Administrative Agent (as the same may from time to time be amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"). The Pledgor desires that the Lenders grant to the Borrower the financial accommodations as described in the Credit Agreement.

The Pledgor, an affiliate of the Borrower whose financing is provided by the Loans and Letters of Credit, as each term is defined in the Credit Agreement, deems it to be in the direct pecuniary and business interests of the Pledgor that the Borrower obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

The Pledgor has reviewed and is familiar with the terms of the Credit Agreement and understands that the Lenders are willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that the Pledgor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined.

The Pledgor has entered into that certain Security Agreement, dated of even date herewith, in favor of the Administrative Agent for the benefit of the Lenders, pursuant to which the Pledgor has granted a security interest in substantially all of its assets, including the Collateral, and this Agreement is being executed and delivered in connection with the Security Agreement and in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to the Borrower by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the NY U.C.C. are used herein as so defined; provided however, if a term is

defined in Article 9 of the NY U.C.C. differently than in another Article of the NY U.C.C., the term has the meaning specified in Article 9 of the NY U.C.C. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means an Assignment in form and substance reasonably satisfactory to the Administrative Agent.

“Collateral” means, collectively, all of the Pledgor’s existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those that are registered or pending as listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (f) goodwill associated with any of the foregoing; and (g) Proceeds of any of the foregoing; provided that the “Collateral” shall not include any Excluded Property.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by the Borrower to the Administrative Agent, the Swing Line Lender, the Issuing Lender or any Lender pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans, and all obligations of the Borrower or any other Credit Party pursuant to Letters of Credit; (b) each extension, renewal, consolidation or refinancing of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees, payable pursuant to the Credit Agreement or any other Loan Document, (d) all fees and charges in connection with the Letters of Credit; (e) every other liability, now or hereafter owing to the Administrative Agent or any Lender by any Company or the Pledgor pursuant to the Credit Agreement or any other Loan Document; and (f) all Related Expenses.

“Secured Obligations” means, collectively, (a) the Obligations, (b) all obligations and liabilities of the Companies owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Hedge Agreements, and (c) the Bank Product Obligations owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Bank Product Agreements; provided that Secured Obligations of a Credit Party shall not include Excluded Swap Obligations owing from such Credit Party.

“Trademark Act” means the U.S. Trademark Act of 1946, as amended.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full payment of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders (and affiliates thereof that hold Secured Obligations), a security interest in all of the Collateral, including (without limitation) all of the Pledgor’s future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof. It being understood and agreed that no Lien or other security interest shall be granted on any Excluded Property unless and until such property shall cease to be Excluded Property. The Pledgor, the Administrative Agent and the Lenders hereby further acknowledge and agree that, with respect to any ITU Application included with the Collateral, to the extent such an ITU Application would, under the Trademark Act, be deemed to be transferred in violation of 15 U.S.C. § 1060(a) as a result of the security interest granted herein, or otherwise invalidated or made unenforceable as a result of the execution or performance of this Agreement, no security interest shall be deemed granted in such ITU Application (notwithstanding the provisions of this Agreement or any other Loan Document) until such time as the circumstances that would give rise to such violation, invalidation or unenforceability no longer exist.

4. Representations and Warranties. The Pledgor hereby represents and warrants to the Administrative Agent and each Lender as follows:

4.1. As of the Closing Date, the Pledgor owns all of the Collateral it purports to own and, whether the same are registered or unregistered, to the Pledgor’s knowledge no such Collateral has been adjudged invalid or unenforceable by a competent court.

4.2. As of the Closing Date, to the Pledgor’s knowledge, the Pledgor’s interest in the Collateral is valid and enforceable.

4.3. As of the Closing Date, the Pledgor has no knowledge of any material claim on any material portion of the Collateral.

4.4. As of the Closing Date, the Pledgor owns the Collateral, free and clear of any Liens other than Permitted Liens (as such term is defined in the Credit Agreement) and the security interest created by the Loan Documents or otherwise securing only the Administrative Agent and the Lenders.

4.5. As of the Closing Date, the Pledgor has duly authorized the execution of this Agreement and has the legal right to pledge the Collateral and enter into this Agreement and perform its terms.

5. Pledgor’s Obligations with Respect to Intellectual Property. The Pledgor shall not enter into any agreement that is inconsistent with the Pledgor’s obligations under this Agreement

and the other Loan Documents. Unless permitted by the terms of the Credit Agreement, the Pledgor shall not knowingly use its Intellectual Property in a manner that is intended to materially and adversely affect the validity or legal status thereof.

6. Right to Inspect. In accordance with Section 5.21 of the Credit Agreement, the Pledgor hereby grants to the Administrative Agent, for the benefit of the Lenders, and its employees and agents the right to visit any location of the Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto.

7. Standard Patent and Trademark Use. The Pledgor shall use commercially reasonable efforts to comply with all patent marking requirements as specified in 35 U.S.C. §287. The Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

8. Events of Default and Remedies.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. The Administrative Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C., in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

8.3. The Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Pledgor shall execute and deliver to the Administrative Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Administrative Agent in escrow until the occurrence and during the continuance of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of the Administrative Agent in the form reflected on the face of the Assignment and the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

8.4. If an Event of Default shall occur and be continuing, the Pledgor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Lenders, to terminate the Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral (following the occurrence and continuance of an Event of Default), or any thereof, pursuant to this Agreement, then, with or without resort to the Pledgor or any other Person or property, all of which the Pledgor hereby waives, and upon such terms and in such manner as the Administrative Agent may deem advisable, the Administrative Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the

associated goodwill, or any interest that the Pledgor may have therein, at any time, or from time to time. Following the occurrence and during the continuance of an Event of Default, no prior notice need be given to the Pledgor or to any other Person in the case of any sale of Collateral that the Administrative Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Administrative Agent shall give the Pledgor not fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Administrative Agent or the Lenders may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights the Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by Liens having precedence over this Agreement, the Administrative Agent may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as the Administrative Agent, in its sole discretion, may deem advisable. Any excess, to the extent permitted by law, shall be paid to the Pledgor, and the Credit Parties shall remain liable for any deficiency. In addition, the Administrative Agent following the occurrence and during the continuance of an Event of Default shall have the right to obtain new appraisals of the Pledgor or any Collateral, the cost of which shall be paid by the Borrower.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Pledgor shall have the obligation and duty to perform all commercially reasonable acts necessary to maintain or preserve the Collateral, provided that the Pledgor shall not be obligated to maintain any Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Collateral is no longer necessary in the Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by the Administrative Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Pledgor, upon demand by the Administrative Agent and, until so paid, shall be added to the principal amount of the Secured Obligations. Notwithstanding anything to the contrary herein, the costs and expense reimbursement and indemnities payable to the Administrative Agent shall be in accordance with Sections 11.5 and 11.6 of the Credit Agreement.

10. The Pledgor's Obligation to Prosecute. Except as permitted by the Credit Agreement or as otherwise agreed to by the Administrative Agent in writing, the Pledgor shall have the duty to use commercially reasonable efforts to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any

maintenance fees. Pledgor shall not be obligated to prosecute any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter in the event Pledgor determines, in the reasonable business judgment of the Pledgor, that the prosecution of such Collateral is no longer necessary in the Pledgor's business.

11. Administrative Agent's Right to Enforce. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. The Administrative Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. Subject to the limitations set forth in the Credit Agreement, the Pledgor shall promptly, following demand, reimburse and indemnify the Administrative Agent and the Lenders for all damages, reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in connection with the provisions of this Section 11, in the event the Administrative Agent, on behalf of the Lenders, elects to join in any such action commenced by the Pledgor.

12. Power of Attorney. The Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Administrative Agent's Right to Perform Obligations. If the Pledgor fails to comply with any of its material obligations under this Agreement, the Administrative Agent, on behalf of the Lenders, may, but is not obligated to, after providing reasonable prior written notice to the Pledgor, do so in the name of the Pledgor or in the name of the Administrative Agent, on behalf of the Lenders, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Administrative Agent in accordance with the terms of the Credit Agreement, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Collateral.

14. Additional Documents. The Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Secured Obligations shall have been irrevocably paid in full and the Commitment terminated, the Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the

same were identified on Schedule 1 as of the date hereof and the Pledgor shall give the Administrative Agent prompt written notice thereof if an Event of Default shall have occurred and be continuing (or annually otherwise).

16. Modifications for New Collateral. The Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 hereto to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at the Administrative Agent's reasonable request, the Pledgor shall execute such additional documents or instruments required by the Administrative Agent in accordance with the Credit Agreement and at such times required by the Credit Agreement.

17. Maximum Liability of the Pledgor and Rights of Contribution. It is the desire and intent of the Pledgor, the Administrative Agent and the Lenders that this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If and to the extent that the obligations of the Pledgor under this Agreement would, in the absence of this sentence, be adjudicated to be invalid or unenforceable or avoidable because of Section 548 of the Bankruptcy Code or any other applicable state or federal law relating to fraudulent conveyances or transfers (collectively, "Debtor Relief Laws" and each, a "Debtor Relief Law"), then anything in this Agreement or any other Loan Document to the contrary notwithstanding, in no event shall the amount of the Secured Obligations secured by this Agreement (or any other Loan Document) by the Pledgor exceed the maximum amount that would not render the Pledgor's obligations hereunder and under the other Loan Documents void, voidable or avoidable under any applicable Debtor Relief Law. The Pledgor hereby agrees that, in connection with the payments made hereunder, that while the Pledgor may have a legal right to claim any contribution from any other Credit Party, in accordance with applicable law, until such time as all of the Secured Obligations (other than contingent indemnity obligations) have been irrevocably paid in full, the Pledgor agrees not to exercise (and for such period shall waive its right to exercise) any such claim for contributions.

18. Notice. All notices and other communications provided for hereunder shall be in writing and, if to the Pledgor, given in the manner and to the address for notices to the Borrower, and deemed received, as provided for in Section 11.4 of the Credit Agreement. The Pledgor hereby agrees that any such notice delivered to the Borrower shall constitute proper notice to the Pledgor hereunder. Section 11.4 of the Credit Agreement is expressly incorporated herein by reference.

19. No Waiver or Course of Dealing. No course of dealing between the Pledgor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

20. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise.

Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

21. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

22. Modifications. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent acting on its own behalf or on behalf of the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.

23. Assignment and Successors. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon the Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.

24. Termination. At such time as the Secured Obligations shall have been irrevocably paid in full, the Commitment terminated, and the Credit Agreement terminated and not replaced by any other credit facility with the Administrative Agent and the Lenders, the Pledgor shall have the right to terminate this Agreement. Upon written request of the Pledgor, the Administrative Agent shall promptly execute and deliver to the Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release the Administrative Agent's security interest in the Collateral and to re-vest in the Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by the Administrative Agent, for the benefit of the Lenders, pursuant hereto. The Pledgor will indemnify the Administrative Agent in all respects for all costs incurred by the Administrative Agent in connection with such termination.

25. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

26. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

27. Interpretation. It is expressly acknowledged and agreed by the Credit Parties and the Lenders that the provisions of Sections 1.3, 5.20 and 5.22 of the Credit Agreement shall apply to this Agreement and that such Sections of the Credit Agreement are hereby incorporated herein by reference, mutatis mutandis. In the event of any conflict among this Agreement, the Credit Agreement (including, without limitation, any required perfection steps, thresholds or limitations on the granting of Collateral set forth in Sections 5.20 and 5.22 of the Credit Agreement) and any other Loan Document, the terms of the Credit Agreement shall prevail.

28. GOVERNING LAW; SUBMISSION TO JURISDICTION. THE PROVISIONS OF THIS AGREEMENT AND THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH NEW YORK LAW. THE PLEDGOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK COUNTY, NEW YORK, OVER ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY LOAN DOCUMENT OR ANY RELATED WRITING, AND THE PLEDGOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR FEDERAL COURT. THE PLEDGOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE IN ANY ACTION OR PROCEEDING IN ANY SUCH COURT AS WELL AS ANY RIGHT IT MAY NOW OR HEREAFTER HAVE TO REMOVE SUCH ACTION OR PROCEEDING, ONCE COMMENCED, TO ANOTHER COURT ON THE GROUNDS OF FORUM NON CONVENIENS OR OTHERWISE. THE PLEDGOR AGREES THAT A FINAL, NON-APPEALABLE JUDGMENT IN ANY SUCH ACTION OR PROCEEDING IN SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

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JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE BORROWER, THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

Address: 38955 Hills Tech Drive
Farmington Hills, Michigan 48331
Attention: Manager

INTERNATIONAL IP HOLDINGS, LLC

By: 

Manoj Bhargava
Manager

Signature Page to
Intellectual Property Security Agreement

TRADEMARK
REEL: 005902 FRAME: 0271

SCHEDULE 1

US Patents









Application No.	Assignor's Docket Number	Patent No.	Filing Date/Issue Date	Title
13/460,057	0209.1000CON	8,424,276	04/23/2013	PRODUCT MULTI-PACK
12/139,163	0209.1007	8,187,647	05/29/2012	EDIBLE ENERGY COMPOSITION
13/470,462	0209.1007CIP	9,049,879	06/09/2015	EDIBLE ENERGY COMPOSITION
14/144,704	0209.1007CN2	9,119,413	09/01/2015	EDIBLE ENERGY COMPOSITION
13/364,795	0209.1007CON	8,632,834	01/21/2014	EDIBLE ENERGY COMPOSITION
29/436,671	0209.1008DD1	D691,046	10/08/2013	BOTTLE CAP - Design application
29/436,675	0209.1008DD2	D688,128	08/20/2013	BOTTLE CAP - Design application
29/436,686	0209.1008DD3	D688,555	08/27/2013	BOTTLE CAP - Design application
29/436,689	0209.1008DD4	D688,556	08/27/2013	BOTTLE CAP - Design application
29/436,691	0209.1008DD5	D688,129	08/20/2013	BOTTLE CAP - Design application
29/418,229	0209.1008DES	D677,160	03/05/2013	BOTTLE CAP - Design application
29/426,393	0209.1015	D687,350	08/06/2013	MOBILE TRAILER
29/426,389	0209.1016	D690,368	09/24/2013	GAME WHEEL




Application No.	Assignor's Docket Number	Patent No.	Filing Date/Issue Date	Title
29/426,387	0209.1017	D686,292	07/16/2013	TENT
29/426,384	0209.1018	D689,950	09/17/2013	GAME
29/426,386	0209.1019	D683,101	05/21/2013	VIDEO CART
12/424,139	0209.1000		04/15/2009	PRODUCT MULTI-PACK
60/988,300	0209.1005		11/15/2007	ENERGY DRINK
60/988,599	0209.1006		11/16/2007	ENERGY DRINK WITH LOW CAFFEINE
14/838,525	0209.1007CN3		08/28/2015	EDIBLE ENERGY COMPOSITION
61/099,328	0209.1008		09/23/2008	BOTTLE CAP
13/455,711	0209.1008CON		04/25/2012	BOTTLE CAP
12/476,475	0209.1008US		06/02/2009	BOTTLE CAP
12/742,778	0209.1013	8,993,033	03/31/2015	EDIBLE ENERGY COMPOSITION WITH LOW CAFFEINE
14/670935	0209.1013CON		03/27/2015	EDIBLE ENERGY COMPOSITION WITH LOW CAFFEINE
14/733,181	0209.107CIP2		06/08/2013	EDIBLE ENERGY COMPOSITION
PCT/US16/54382	0209/1021		09/29/2016	EDIBLE COMPOSITION WITH PROTEIN

Trademarks

Trademark/Title	Serial No.	Reg. No.	Registered/Pending
5 HOUR ENERGY	78434496	3003077	Registered
5-HOUR ENERGY	77522602	4004225	Registered
5-HOUR ENERGY	85007006	3902207	Registered
2:30 FEELING	85085504	3956068	Registered
FIXES TIRED FAST	85353246	4144236	Registered
	77643731	3698044	Registered
	85007217	3876771	Registered
	85007326	3876785	Registered
	85124847	3940928	Registered
	85125017	3940929	Registered

Trademark/Title	Serial No.	Reg. No.	Registered/Pending
	85131851	3940946	Registered
	85132099	4116951	Registered
	85132321	4120360	Registered
	85132391	4120361	Registered
	85255911	434079	Registered
	85317129	4104670	Registered
	85319463	4315511	Registered
	85319501	4366654	Registered

Trademark/Title	Serial No.	Reg. No.	Registered/Pending
	86344191	4750968	Registered
	86344178	4750967	Registered
	86116725	4677405	Registered
	86116824	4806362	Registered
	86116786	4806363	Registered
	86116910	4806363	Registered
	86116852	4680629	Registered
	86117337	4806364	Registered

Trademark/Title	Serial No.	Reg. No.	Registered/Pending
	86117323	4686801	Registered
	86254052	4797801	Registered
	86254045	4788350	Registered
BESTINO	86613574		Pending
SLIMEUL	85978795	4412320	Registered
SLIMEUL	85978796	4412321	Registered

Copyrights

Title	Serial No.	Reg. No.	Registered/Pending
CAUTION LABEL	TX 6-833-514	TX 0006-833-514	Registered
FIVE HOUR ENERGY - BERRY OVAL	TX 6-861-888	TX 0006-861-888	Registered
FIVE HOUR ENERGY - BERRY FRUIT	TX 6-861-885	TX 0006-861-885	Registered
FIVE HOUR ENERGY – DECAF	TX 6-887-481	TX 0006-887-481	Registered
FIVE HOUR ENERGY - EXTRA STRENGTH	TX 6-887-684	TX 0006-887-684	Registered
FIVE HOUR ENERGY - LEMON LIME	TX 6-887-657	TX 0006-887-657	Registered
FIVE HOUR ENERGY - ORANGE	TX 6-887-672	TX 0006-887-672	Registered
Bottle in Right Hand	VAu 1-051-987	VAu 001-051-987	Registered
Bottle in Right Hand (China)	2011Z11L001704	2011-G-040512	Registered
Consumer Feedback Program	TXu 1-735-130	TXu 001-735-130	Registered
Hours of Energy	TXu 1-800-558	TXu 001-800-558	Registered
FIVE HOUR ENERGY – BERRY	1-734619698	TX 0007-515-459	Registered
CAUTION LABEL	1-734676376	TX 0007-515-262	Registered
FIVE HOUR ENERGY – DECAF	1-735149441	TX 0007-579-379	Registered
FIVE HOUR ENERGY-EXTRA STRENGTH	1-735149580	TX 0007-579-383	Registered
FIVE HOUR ENERGY - LEMON LIME	1-735149795	TX 0007-579-389	Registered
FIVE HOUR ENERGY-ORANGE	1-735150250	TX 0007-527-049	Registered
FIVE HOUR ENERGY - EXTRA STRENGTH GRAPE	1-735198495	TX 0007-527-060	Registered
FIVE HOUR ENERGY - POMEGRANATE	1-735198690	TX 0007-527-065	Registered
FIVE HOUR ENERGY - GRAPE	1-735198905	TX 0007-611-086	Registered
CAP (drawing)	1-736261274	VA 0001-805-592	Registered
CAP (drawing)	1-736335410	VA 0001-805-597	Registered