

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHABAN WELLNESS, LLC		10/17/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Suntrust Bank		
Street Address:	One Town Center, 5350 Town Center Road		
Internal Address:	Suite 200, Mail Code: FL-Boca Raton-1021		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4996017	YES YOU CAN! DIET PLAN	
Registration Number:	4795581	YES YOU CAN!	
Registration Number:	4927775	YES YOU CAN!	
Registration Number:	4795580	YES YOU CAN!	
CORRESPONDENCE DATA			
Fax Number:	5619899812		
<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>			
Phone:	561-989-9811		
Email:	tmboca@fggbb.com		
Correspondent Name:	Fleit Gibbons Gutman Bongini & Bianco PL		
Address Line 1:	One Boca Commerce Center		
Address Line 2:	551 NW 77th Street, Suite 111		
Address Line 4:	Boca Raton, FLORIDA 33487		
NAME OF SUBMITTER:	Jon Gibbons		
SIGNATURE:	/Jon Gibbons/		
DATE SIGNED:	10/25/2016		
Total Attachments: 5			

CH \$115.00 4996017

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COPYRIGHT AND TRADEMARK SECURITY AGREEMENT

This Copyright and Trademark Security Agreement, dated this 17th day of October, 2016, is made by **CHABAN WELLNESS, LLC**, a Florida limited liability company, with its principal place of business at 657 South Drive, Suite 403, Miami Springs, FL 33166 (hereinafter called the "**Debtor**"), in favor of **SUNTRUST BANK**, a Georgia banking corporation with offices at Mail Code: FL-Boca Raton-1021, One Town Center, 5350 Town Center Road, Suite 200, Boca Raton, FL 33486 (hereinafter called the "**Secured Party**") for valuable consideration, receipt of which is acknowledged.

WHEREAS, under the terms of the Security Agreement of even date herewith, the Debtor has granted to the Secured Party, for the benefit of the Secured Party, a security interest in, among other property, certain Copyrights and Trademarks (as defined below) of the Debtor, in order to secure the obligations of Debtor and Intellectual Property Development, Inc. (collectively, the "Borrower") to Secured Party under that certain Commercial Note of even date herewith (the "Note") and has agreed as a condition thereof to execute this Copyright and Trademark Security Agreement for recording with the U.S. Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby grants to the Secured Party, a security interest in the Debtor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Copyright and Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) Copyright and Trademark registrations described in attached Exhibit A, together with all extensions and renewals;

(ii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto;

(iii) each exclusive Copyright license and Trademark license to which the Debtor is a party, including, without limitation, each Copyright license and Trademark license referred to in attached Exhibit A hereto;

(iv) any and all claims for damages and injunctive relief for past, present and future infringement, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing.

SECTION 2. Warranties and Covenants of Debtor. Debtor warrants and covenants that:

(a) The Debtor is the owner of the Copyright and Trademark Collateral free from any adverse lien, security interest or encumbrance and Debtor will defend the Copyright and Trademark Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(b) No Financing Statement covering any of the Copyright and Trademark Collateral or any proceeds thereof is on file in any public office, except in favor of the Secured Party. The Debtor shall

immediately notify the Secured Party in writing of any change in name, address, identity or corporate structure from that shown in this Agreement and shall also upon demand furnish to the Secured Party such further information and shall execute and deliver to the Secured Party such financing statements and other documents in a form satisfactory to the Secured Party and shall do all such acts and things as the Secured Party may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Copyright and Trademark Collateral as security for the obligations of Borrower to Secured Party under the Note (the "Obligations"), subject to no adverse liens or encumbrances; and the Debtor will pay the cost of filing the same or filing or recording this agreement in all public offices wherever filing or recording is deemed by the Secured Party to be necessary or desirable. A carbon, photographic or other reproduction of this agreement is sufficient as a financing statement.

(c) The Debtor will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Copyright and Trademark Collateral or any interest therein, without the prior written consent of the Secured Party.

(d) The Debtor will keep the Copyright and Trademark Collateral free from any adverse lien, security interest or encumbrance, shall not waste or destroy the Copyright and Trademark Collateral or any part thereof, and shall not use the Copyright and Trademark Collateral in violation of any statute, ordinance or policy of insurance thereon.

SECTION 3. No Transfer of Debtor's Rights. The Debtor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Copyright and Trademark Collateral.

SECTION 4. Security for Secured Obligations. The grant of continuing security interest in the Copyright and Trademark Collateral by the Debtor under this Copyright and Trademark Security Agreement secures the payment of all Obligations of the Debtor, now or hereafter existing under or in respect of the Note and the related Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 5. Recordation. The Debtor authorizes and requests that the Register of Copyrights and Trademarks and any other applicable government office record this Copyright and Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Copyright and Trademark Security Agreement may be executed in any number of 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.

SECTION 7. Grants, Rights and Remedies. This Copyright and Trademark Security Agreement has been executed and delivered by the Debtor for the purpose of recording the grant of security interest herein with the U.S. Copyright Office. The security interest granted hereby has been granted to the Secured Party in connection with this Copyright and Trademark Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto. This Copyright and Trademark Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 8. Governing Law. This Copyright and Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

SECTION 9. General. No waiver by the Secured Party of any default shall operate as a waiver of

any other default or of the same default on a future occasion. All rights of the Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of the Debtor shall bind its successors or assigns. This agreement shall become effective when it is signed by the Debtor.

All rights of the Secured Party in, to, and under this agreement and in and to the Copyright and Trademark Collateral shall pass to and may be exercised by any assignee thereof. The Debtor agrees that if the Secured Party gives notice to the Debtor of an assignment of said rights, upon such notice, the liability of the Debtor to the assignee shall be immediate and absolute.

If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

Secured Party:

SunTrust Bank

By: 

Name: Brock C. Wilber
Title: Senior Vice President

Debtor:

Chaban Wellness, LLC

By: _____

Name: Alejandro Chaban
Title: Member

any other default or of the same default on a future occasion. All rights of the Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of the Debtor shall bind its successors or assigns. This agreement shall become effective when it is signed by the Debtor.

All rights of the Secured Party in, to, and under this agreement and in and to the Copyright and Trademark Collateral shall pass to and may be exercised by any assignee thereof. The Debtor agrees that if the Secured Party gives notice to the Debtor of an assignment of said rights, upon such notice, the liability of the Debtor to the assignee shall be immediate and absolute.

If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

Secured Party:

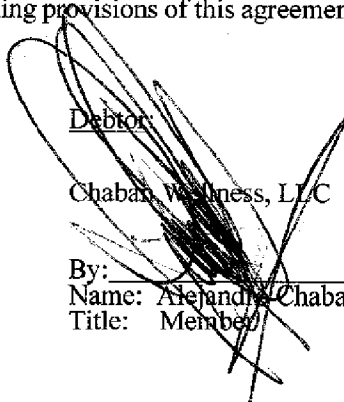
SunTrust Bank

By: _____
Name: Brock C. Wilbor
Title: Senior Vice President

Debtor:

Chaban Wellness, LLC

By: _____
Name: Alejandro Chaban
Title: Member

A large, dark, handwritten signature in black ink, appearing to read 'Alejandro Chaban', is written over the signature line and extends upwards into the 'Debtor' label area.

Security Agreement

EXHIBIT A

No.	Full Title	Copyright Reg. Number	Reg. Date
1.			

	Mark	Trademark Reg. Number	Reg. Date
1.	<u>YES YOU CAN! DIET PLAN (+ Design)</u>	<u>4996017</u>	
2.	<u>YES YOU CAN!</u>	<u>4795581</u>	
3.	<u>YES YOU CAN!</u>	<u>4927775</u>	
4.	<u>YES YOU CAN!</u>	<u>4795580</u>	