

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405936

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CertusBank, N.A.		12/31/2013	National Banking Association:
RECEIVING PARTY DATA			
Name:	Good Health Natural Products, Inc.		
Street Address:	3400 W. Wendover Avenue, Suite E		
City:	Greensboro		
State/Country:	NORTH CAROLINA		
Postal Code:	27407		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3222658	WHY SETTLE FOR THE ORDINARY WHEN YOU CAN	
Registration Number:	2143742	VEGGIE STIX	
Registration Number:	2903184	VEGGIE STIX	
Registration Number:	3670690	HUMBLES	
Registration Number:	3829390	GLORIES	
Registration Number:	2450380	GOOD HEALTH	
Registration Number:	2252045	SOUTH OF FRANCE	
CORRESPONDENCE DATA			
Fax Number:	2157012273		
<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:	2156657273		
Email:	CMiller@cozen.com		
Correspondent Name:	Camille M. Miller		
Address Line 1:	1650 Market Street, Suite 2800		
Address Line 2:	Cozen O'Connor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	330861		
NAME OF SUBMITTER:	CAMILLE M. MILLER		
SIGNATURE:	/Camille M. Miller/		

OP \$190.00 3222658

DATE SIGNED:	11/18/2016
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Total Attachments: 4

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December 31, 2013

Good Health Holding Corporation
Good Health Natural Products, Inc. (collectively, "Borrower")
c/o Good Health Natural Products, Inc.
3400 W. Wendover Avenue, Suite E
Greensboro, NC 27407
Attn: Mark Gillis, Chief Executive Officer

Re: Loan and Security Agreement dated March 29, 2012 (as amended, the "Loan Agreement")

Ladies and Gentlemen:

You have requested that CertusBank, N.A., a national banking association ("Bank"), accept payment in full of all Obligations under the Loan Agreement and the Loan Documents that are due and payable as of December 31, 2013 (the "Payoff Date") and terminate each credit facility extended to Borrower thereunder and Bank's Lien on the Collateral. Capitalized terms not otherwise defined in this letter shall have the meaning set forth in the Loan Agreement.

1. Conditions to Termination of Loan Agreement and Security Interest. In order to meet your request, Bank must receive each of the following no later than the Payoff Date:

(a) prior to 3:00 p.m. (ET) on the Payoff Date, immediately available funds representing all unpaid principal (including known clearings through the Payoff Date), interest, fees, costs and expenses under the Loan Agreement, as fully set forth on Exhibit A attached hereto (the "Payoff Amount"); and

(b) a fully executed version of this letter.

2. Termination of Loan Agreement and Security Interest. Upon, and effective as of the time of, receipt of all items listed in Section 1 above:

(a) Bank's Lien on the Collateral shall automatically be forever and irrevocably released, terminated and satisfied;

(b) Borrower and its agents, designees or attorneys are authorized, at Borrower's sole cost and expense, to (a) prepare and file termination statements with respect to all Uniform Commercial Code financing statements filed in connection with the Loan Documents by or for Bank's benefit against Borrower, and (b) prepare and file such other terminations, authorizations and releases reasonably required to evidence and/or effect the termination and release by Bank of all Liens granted to Bank pursuant to the Loan Documents with respect to the property or assets of Borrower; and Bank shall, at Borrower's sole cost and expense, execute, as required, and deliver any such terminations, authorizations and releases or directions to terminate that have been prepared by Borrower and as Borrower (or its agents, designees or attorneys) may reasonably request; and

(c) The Loan Agreement, the Loan Documents and each credit facility extended by Bank thereunder shall be terminated and the obligations of each party thereunder shall cease to be of any further force or effect; provided, however, that all provisions of the Loan Agreement and the other Loan Documents which by their terms expressly survive termination of the Loan

Agreement and the Loan Documents (including, without limitation, Borrower's inchoate obligation to indemnify and hold Bank harmless), shall survive and remain in full force and effect, provided that, such obligations shall be unsecured and, to Bank's knowledge, no such obligations exist on the date hereof.

3. Further Assurances. Upon Borrower's reasonable request from time to time, Bank, at Borrower's sole cost and expense, will execute and deliver such additional lien releases, termination statements or similar documents that have been prepared by Borrower and may be necessary to effectively terminate any and all of Bank's Liens on the assets and properties of Borrower. Bank shall promptly deliver to Borrower any instruments representing any Collateral and shall promptly remit to Borrower proceeds or items subsequently received in connection with the Collateral, but shall be under no obligation to further pursue any collection or exercise any remedies with respect to such Collateral, other than delivering such proceeds and items (endorsed or assigned, as necessary) to Borrower without recourse to Bank.

4. Adjustments to Payoff Amount. Borrower acknowledges and agrees that Bank may not have yet received full and final credit for all checks, instruments and payment orders deposited for collection, which may nevertheless have been credited to Borrower in the computation of the Payoff Amount. If, by reason of adjustments made no more than sixty (60) days after the Payoff Date, amounts in excess of the Payoff Amount are found to be due and owing to Bank, then Borrower agrees to promptly reimburse Bank for such amounts.

5. Acknowledgment of Reimbursement and Indemnification Obligations. Borrower acknowledges and agrees that Bank's cancellation and termination of the Loan Agreement, the other Loan Documents and Bank's Lien on the Collateral is being undertaken in consideration of and in reliance upon the agreement of Borrower to reimburse and indemnify Bank as provided in this letter (including, without limitation, the reimbursement of any remaining obligations in accordance with Section 4 above).


6. Release. With its execution of this letter, Borrower acknowledges and confirms that Borrower does not have any offsets, defenses or claims, whether asserted or unasserted, arising out of or relating to the Loan Agreement or the other Loan Documents against Bank or any of Bank's subsidiaries, affiliates, officers, directors, employees, agents, attorneys, predecessors, successors or assigns, both present and former (collectively, the "Bank Affiliates"). To the extent such offsets, defenses or claims may exist, Borrower, hereby releases and forever discharges, to the extent permitted under applicable laws, Bank and each Bank Affiliate from any and all manner of actions, causes of action, torts, suits, debts, controversies, damages, judgments, executions, claims and demands whatsoever, asserted or unasserted, in law or in equity, arising out of or relating to the Loan Agreement or the other Loan Documents which Borrower ever had or now has against Bank and/or any Bank Affiliate, including, without limitation, any presently existing claim or defense whether or not presently suspected, contemplated or anticipated.

7. Miscellaneous. This letter (a) constitutes a "Loan Document" for purposes of Sections 10.3 and 10.5 of the Loan Agreement, (b) shall be governed by the laws of the State of North Carolina, without giving effect to conflict of law provisions and (c) may be executed in original or facsimile (or equivalent) counterparts, all of which when taken together shall constitute one and the same agreement and shall bind the parties to this letter.

[remainder of page intentionally left blank]

Very truly yours,

CERTUSBANK, N.A.

By: 
Name: DAVID L. BEARD, EVP.
Title: EXECUTIVE Vice PRESIDENT

[Signature Page to Payoff Letter]

Acknowledged and Agreed:

GOOD HEALTH HOLDING CORPORATION

By: Mark Gillis
Name: Mark Gillis
Title: CEO

GOOD HEALTH NATURAL PRODUCTS, INC.

By: Mark Gillis
Name: Mark Gillis
Title: CEO