

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410071

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Northern Innovations Holding Corp.		12/21/2016	Corporation: CANADA

RECEIVING PARTY DATA

Name:	HSBC Bank Canada
Street Address:	70 York Street
City:	Toronto, ON
State/Country:	CANADA
Postal Code:	M5J 1S9
Entity Type:	Canadian Foreign Bank: CANADA

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Serial Number:	86917026	BLACK ONYX
Serial Number:	86809503	VITA BUILD
Serial Number:	86528905	PHOSPHAGROW
Serial Number:	86504680	CREACTOR
Serial Number:	85462455	CREACORE
Serial Number:	86452487	SIX STAR PRO NUTRITION
Serial Number:	86442949	TRUE GRIT
Serial Number:	86432766	AFTER BUILD
Serial Number:	86396212	ANARCHY
Serial Number:	86395748	NATURES FOOD
Serial Number:	86392419	XENADRINE CORE
Serial Number:	86313378	SX-7
Serial Number:	86138630	CLEAR MUSCLE
Serial Number:	86119836	#SHATTER SX-7
Serial Number:	85900285	PUREGENIX
Serial Number:	85669536	PURELY INSPIRED
Serial Number:	87042925	PURELY INSPIRED
Serial Number:	85587890	ALPHATEST
Serial Number:	85462614	MYOBUILD

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85230350	NEUROCORE
Serial Number:	85104407	SIX STAR PRO NUTRITION
Serial Number:	77781961	HYDROXYCUT
Serial Number:	77307505	ANABOLIC HALO
Serial Number:	77023136	NANOVAPOR
Serial Number:	78695585	HYDROXYCUT HARDCORE
Serial Number:	78598902	GAKIC
Serial Number:	78537814	SIX STAR
Serial Number:	76297599	MASS -TECH
Serial Number:	75709672	XENADRINE
Serial Number:	75245251	MUSCLETECH
Serial Number:	78274054	MUSCLETECH RESEARCH AND DEVELOPMENT
Serial Number:	78386740	MUSCLETECH RESEARCH AND DEVELOPMENT
Serial Number:	86452994	MUSCLETECH RESEARCH & DEVELOPMENT
Serial Number:	78387343	MUSCLETECH RESEARCH AND DEVELOPMENT
Serial Number:	75819829	NITRO-TECH
Serial Number:	78941565	NANOX9
Serial Number:	86930727	VITALIGENIX T-10
Serial Number:	86811729	MISSION1
Serial Number:	86550292	PLASMA MUSCLE
Serial Number:	86528894	PHOSPHA MUSCLE
Serial Number:	86391617	STRONG GIRL

CORRESPONDENCE DATA

Fax Number: 2125305219

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: 2125305000

Email: ABrook@milbank.com

Correspondent Name: Anna Brook

Address Line 1: MILBANK, TWEED, HADLEY & MCCLOY, LLP

Address Line 2: 28 LIBERTY STREET, 47TH FLOOR

Address Line 4: NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER: 36930.09300

NAME OF SUBMITTER: Anna Brook

SIGNATURE: /Anna Brook/

DATE SIGNED: 12/23/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2016 (this "Agreement"), is made by Northern Innovations Holding Corp. (the "Grantor") in favor of HSBC Bank Canada, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Agent"). Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor is the owner of certain trademarks and trademark applications as indicated in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Grantor has contemporaneously with the execution of this Trademark Security Agreement entered into the General Security Agreement dated as of December 21, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in which the Grantor has granted certain interests in favor of the Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Agent and the Secured Parties to execute this Agreement;

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks listed on the attached Schedule of Registered Trademarks, , together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trademark, and including all renewals of registrations thereof, all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world as collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Liabilities. Notwithstanding the foregoing, in the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control. For the avoidance of doubt, notwithstanding anything to the contrary herein, no security interest is granted hereunder, and the Collateral does not include, any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or (d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051 (a) or (c), in each case, only to the extent the grant of security interest in such intent-to-use trademark is in violation of 15 U.S.C. § 1060 and only unless and until a "Statement of Use" or "Amendment to Allege Use" is filed, has been deemed in conformance with 15 U.S.C. § 1051 (a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**NORTHERN INNOVATIONS HOLDING
CORP.**

By: 
Name: Norm Vanderee
Title: Chief Financial Officer

Accepted and Agreed:

HSBC BANK CANADA,
as Agent,

By: Parisa Naghibi
Name: Parisa Naghibi
Title: Authorized Signatory

Philip Allen
PHILIP ALLEN
Authorized Signatory

SCHEDULE OF REGISTERED TRADEMARKS

Trademark	Application Number	Application Date	Registration Number
BLACK ONYX	86917026	23-FEB-2016	5054003
VITA BUILD	86809503	04-NOV-2015	5037978
PHOSPHAGROW	86528905	09-FEB-2015	5004250
CREACTOR	86504680	15-JAN-2015	4915030
CREACORE	85462455	02-NOV-2011	4311482
SIX STAR PRO NUTRITION AND DESIGN	86452487	12-NOV-2014	4838199
TRUE GRIT	86442949	03-NOV-2014	4914800
AFTER BUILD	86432766	23-OCT-2014	5004085
ANARCHY	86396212	16-SEP-2014	4761991
NATURES FOOD	86395748	16-SEP-2014	4810099
XENADRINE CORE	86392419	11-SEP-2014	4838037
SX-7	86313378	18-JUN-2014	4675280
CLEAR MUSCLE	86138630	09-DEC-2013	4615227
#SHATTER SX-7	86119836	15-NOV-2013	4786590
PUREGENIX	85900285	10-APR-2013	4685330
PURELY INSPIRED	85669536	05-JUL-2012	4322244
PURELY INSPIRED AND DESIGN	87042925	19-MAY-2016	

Trademark	Application Number	Application Date	Registration Number
ALPHATEST	85587890	03-APR-2012	4237495
MYOBUILD	85462614	02-NOV-2011	4566141
NEUROCORE	85230350	31-JAN-2011	4176530
SIX STAR PRO NUTRITION	85104407	10-AUG-2010	4064310
HYDROXYCUT	77781961	15-JUL-2009	4408937
ANABOLIC HALO	77307505	18-OCT-2007	4179615
NANOVAPOR	77023136	17-OCT-2006	3431881
HYDROXYCUT HARDCORE	78695585	18-AUG-2005	3952358
GAKIC	78598902	31-MAR-2005	3345243
SIX STAR	78537814	23-DEC-2004	3141261
MASS-TECH	76297599	09-AUG-2001	3038144
XENADRINE	75709672	17-MAY-1999	2329696
MUSCLETECH	75245251	21-FEB-1997	2180130
MUSCLETECH RESEARCH AND DEVELOPMENT AND DESIGN	78274054	14-JUL-2003	2917257
MUSCLETECH RESEARCH AND DEVELOPMENT	78386740	18-MAR-2004	3044607

Trademark	Application Number	Application Date	Registration Number
AND DESIGN			
MUSCLETECH RESEARCH AND DEVELOPMENT AND DESIGN	86452994	13-NOV-2014	4830255
MUSCLETECH RESEARCH AND DEVELOPMENT AND DESIGN	78387343	19-MAR-2004	3048799
NITRO-TECH	75819829	12-OCT-1995	2855448
NANOX9	78941565	31-JUL-2006	3645074
VITALIGENIX T-10	86930727	07-MAR-2016	
MISSION1	86811729	06-NOV-2015	
PLASMA MUSCLE	86550292	02-MAR-2015	
PHOSPHA MUSCLE	86528894	09-FEB-2015	
STRONG GIRL	86391617	11-SEPT-2014	

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RECORDED: 12/23/2016

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