

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409858

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|--|
| Danbury Pharma, LLC | | 08/02/2016 | Limited Liability Company: NEW YORK |
| Total Nutrition Holdings LLC | | 08/02/2016 | Limited Liability Company: DELAWARE |
| SNI Enterprises LLC | | 08/02/2016 | Limited Liability Company: DELAWARE |
| SNI LLC | | 08/02/2016 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | Bibby International Trade Finance, Inc. |
| Street Address: | 600 TownPark Lane |
| Internal Address: | Suite 450 |
| City: | Kennesaw |
| State/Country: | GEORGIA |
| Postal Code: | 30144 |
| Entity Type: | Corporation: FLORIDA |

PROPERTY NUMBERS Total: 23

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 4137854 | NITRIC BLAST |
| Registration Number: | 4058605 | BCAA BLAST |
| Registration Number: | 3970080 | GLYCO SHOCK |
| Registration Number: | 4024156 | NITRIC STACK |
| Registration Number: | 4058590 | NITRIC SHOCK |
| Registration Number: | 4024158 | AMINO 4 HOUR |
| Registration Number: | 4024157 | BCAA 4 HOUR |
| Registration Number: | 4219006 | TOTAL NUTRITION SPORTS NUTRITION. WEIGHT |
| Registration Number: | 4215012 | NUTRACORE NUTRITION |
| Registration Number: | 4298833 | NUTRACORE NUTRITION |
| Registration Number: | 4463115 | SIMPLETRIM |
| Registration Number: | 4445969 | CARBALEAN |
| Registration Number: | 4476741 | SOMNITRIM |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 4672408 | TNS |
| Registration Number: | 4482718 | ALKALINITY GREENS |
| Registration Number: | 4782621 | SKINNY WHEY |
| Registration Number: | 4782620 | PHARMA FUEL |
| Registration Number: | 4693981 | PURIFY LGC |
| Registration Number: | 4482717 | ALKALINITY FRUIT |
| Registration Number: | 4626185 | SKINNY CONTROL |
| Registration Number: | 4626186 | SKINNY REST |
| Registration Number: | 4626184 | SKINNY BURN |
| Registration Number: | 3331873 | SNI |

CORRESPONDENCE DATA

Fax Number: 4044435697

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: 404-443-5543

Email: lallen@mcguirewoods.com

Correspondent Name: Anthony C. Cianciotti, Esq.

Address Line 1: McGuireWoods LLP

Address Line 2: 1230 Peachtree Street, N.E., Suite 2100

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Latosha E. Allen

SIGNATURE: /Latosha E. Allen/

DATE SIGNED: 12/21/2016

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of August 2, 2016, among DANBURY PHARMA, LLC, a New York limited liability company ("Danbury"), each of its Affiliates listed on the signature pages hereto as a Grantor or which becomes a Grantor hereunder from time to time (collectively, "Grantors" and each a "Grantor"), and BIBBY INTERNATIONAL TRADE FINANCE, INC., a Florida corporation (together with its successors and assigns, "Lender").

RECITALS:

Danbury and Lender are parties to that certain Loan and Security Agreement dated on or about the date hereof (as at any time amended, restated, supplemented, modified, replaced or refinanced, the "Loan Agreement"), pursuant to which Lender has agreed to extend loans and other financial accommodations to Danbury pursuant to the terms thereof. The Grantors other than Danbury (such Grantors, collectively, the "Guarantors"), have guaranteed the repayment and performance of all Obligations (as defined in the Loan Agreement) owing by Danbury to Lender, which guaranty is secured by a lien on all or substantially all personal property of such Guarantors.

A condition to the effectiveness of the Loan Agreement and the extension of loans thereunder is, among others, Grantors' execution and delivery of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used herein, unless otherwise defined, shall have the meanings ascribed to such terms in the Loan Agreement. As used herein, the following terms shall have the following meanings:

"Collateral" means, collectively, the Patent Collateral and the Trademark Collateral.

"Full Payment" means the indefeasible payment in full of the Obligations and termination of all commitments of Lender to make loans or extend financial accommodations to Grantors under the Loan Agreement.

"Patents" means all patents and patent applications of each Grantor, including the patents and patent applications listed on Exhibit A hereto (as the same may be amended from time to time), and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, together with all goodwill associated therewith and all rights corresponding thereto throughout the world.

"Patent Collateral" means, collectively, the Patents and all products and proceeds of the foregoing, including (a) any right to sue for past, present or future infringement of any Patent, and (b) all income, royalties, damages and payments now or hereafter due or payable with respect to any Patent, including damages for past, present or future infringement of any Patent or royalties arising from the license of any Patent.

"Trademarks" means all trademarks and trademark applications of each Grantor, including the trademarks and trademark applications listed on Exhibit B hereto (as the same may

be amended from time to time), and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, together with all goodwill associated therewith and all rights corresponding thereto throughout the world.

"Trademark Collateral" means, collectively, the Trademarks and all products and proceeds of the foregoing, including (a) any right to sue for past, present or future infringement of any Trademark, and (b) all income, royalties, damages and payments now or hereafter due or payable with respect to any Trademark, including damages for past, present or future infringement of any Trademark or royalties arising from the license of any Trademark.

As used herein, the words "herein," "hereof," "hereunder," and "hereon" shall have reference to this Agreement taken as a whole and not to any particular provision hereof. The terms "include," "includes" and "including" as used herein shall be deemed to be followed by the words "without limitation" whether or not they are in fact followed by such words or words of like import.

2. **Grant of Security Interest.** To secure the prompt payment and performance of all of the Obligations, each Grantor hereby grants, assigns and pledges to Lender a present and continuing security interest in and lien on, all right, title, and interest of such Grantor in and to the Collateral, whether now owned or hereafter acquired or arising, and wherever located.

3. **Representations, Warranties and Covenants.** Each Grantor represents, warrants and covenants to Lender that:

(a) each of the Patents and Trademarks is subsisting and has not been adjudged invalid or unenforceable in whole or in part;

(b) no claim has been made by any Person that the use of any of the Patents or Trademarks does or may violate the rights of any Person;

(c) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all of the Collateral, free and clear of any Lien (except for those expressly permitted under the terms of the Loan Agreement and licenses permitted pursuant to Section 4 hereof), including pledges, assignments, licenses, shop rights, registered user agreements and covenants by such Grantor not to sue third Persons;

(d) each of the Patents and Trademarks is valid and enforceable;

(e) such Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents and Trademarks and will not change the quality of the products associated with the Patents and Trademarks without Lender's prior written consent;

(f) such Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents and Trademarks, and has made, and will continue to make all appropriate filings with the United States Patent and Trademark Office and any applicable foreign filing offices to maintain the Patents and Trademarks in existence, including, without limitation, filing all necessary documents with the United States Patent and Trademark Office and any applicable foreign filing offices for each Patent and Trademark to maintain it without loss of protection therefor;

(g) such Grantor shall use commercially reasonable efforts to detect any infringers of the Patents or Trademarks and shall notify Lender in writing of any material infringements detected; and

(h) such Grantor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms.

4. **Licenses.** Until Full Payment, no Grantor shall enter into any license agreement relating to any of the Patents or Trademarks with any Person except non-exclusive licenses to such Grantor's suppliers and customers in the ordinary course of such Grantor's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with such Grantor's obligations under this Agreement.

5. **Rights In Additional Collateral.** If, before Full Payment, any Grantor shall obtain rights to any new patentable invention or new trademark, patent application or trademark application, patent or trademark for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or Trademark, or improvement of any Patent or Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and such Grantor shall give to Lender prompt notice thereof in writing.

6. **Modifications to Exhibits.** Each Grantor irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A or B, as applicable, to include any additional patents, patent applications, trademarks or trademark applications under Sections 2 or 5 hereof.

7. **Default and Remedies.** At any time an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the Uniform Commercial Code and all other rights and remedies under applicable law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as set forth below), or demand whatsoever to any Grantor, each of which Grantors hereby expressly waive, collect directly any payments due any Grantor in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral. Each Grantor hereby agrees that ten (10) days written notice to such Grantor of any public or private sale or other disposition of any of the Collateral shall be reasonable notice. At any such sale or disposition, Lender may, to the extent permitted by applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Grantors, which right each Grantor hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations, in such order or manner as may be authorized or required by the Loan Agreement.

8. **Power of Attorney.** Each Grantor hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as such Grantor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Grantor's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Patents and Trademarks, or to grant or issue any exclusive or nonexclusive license under the Patents and Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Collateral to any other Person. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment.

9. **Costs and Expenses.** Any and all fees, costs and expenses, of whatever kind or nature (including reasonable attorneys' fees and expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in any public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Collateral, or the defense or prosecution of any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Grantors or, if paid by Lender in its sole discretion, shall be reimbursed by Grantors, **on demand** by Lender, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

10. **Prosecution.** To the extent necessary to Grantor's continuing business, each Grantor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any patent application for a Patent and any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment, to make federal application on unpatented but patentable inventions and registrable but unregistered trademarks (in each case, subject to such Grantor's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to protect each Patent and enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in each Patent and Trademark. Any expenses incurred in connection with such an application or proceedings shall be borne by Grantors. Without the prior written consent of Lender, no Grantor shall abandon any Patent or Trademark unless such Grantor has determined that such Patent or Trademark is no longer necessary or material to the conduct of its business.

11. **Enforcement.** Notwithstanding anything to the contrary contained in Section 10 hereof, at any time an Event of Default exists, Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Patents and Trademarks and any license thereunder, or to defend any suit or counterclaim in its own name to protect any Patents or Trademarks or any license thereunder, in which event Grantors shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement or defense, and Grantors shall reimburse and indemnify Lender, **on demand**, for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section.

12. **Performance of Grantors' Obligations.** If any Grantor fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in such Grantor's name or in Lender's name, in Lender's sole discretion, but at Grantors' expense, and Grantors agree to reimburse Lender in full for all expenses, including attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Patents or Trademarks or Lender's interest therein pursuant to this Agreement.

13. **Joint and Several Liability.** Each of the obligations of each Grantor hereunder are joint and several with the obligations of the other Grantors, and each Grantor hereby waives to the fullest extent permitted by applicable law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several.

14. **No Waiver; Cumulative Remedies.** No course of dealing between any Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other 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. All of Lender's rights and remedies with respect to the Collateral, whether established by this Agreement or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

15. **Severability**. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

16. **Entire Agreement**. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6 hereof.

17. **Successors and Assigns**. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of Grantors. Grantors shall not assign any of their rights or delegate any of their duties hereunder without the prior written consent of Lender.

18. **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

19. **Waiver of Jury Trial**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE COLLATERAL OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

GRANTOR:

DANBURY PHARMA, LLC

By: B. J. [Signature]
Name: Balasubramaniam Harid
Title: Managing Member

TOTAL NUTRITION HOLDINGS LLC

By: B. J. [Signature]
Name: Balasubramaniam Harid
Title: Managing Member

SNI ENTERPRISES LLC

By: B. J. [Signature]
Name: Balasubramaniam Harid
Title: Managing Member

SNI LLC

By: B. J. [Signature]
Name: Balasubramaniam Harid
Title: Managing Member

LENDER:

BIBBY INTERNATIONAL TRADE FINANCE, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

GRANTOR:

DANBURY PHARMA, LLC

By: _____
Name: _____
Title: _____

TOTAL NUTRITION HOLDINGS LLC

By: _____
Name: _____
Title: _____

SNI ENTERPRISES LLC

By: _____
Name: _____
Title: _____

SNI LLC

By: _____
Name: _____
Title: _____

LENDER:

BIBBY INTERNATIONAL TRADE FINANCE, INC.

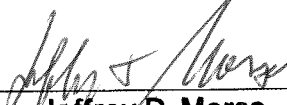
By:  _____
Name: **Jeffrey D. Morse**
Title: **Executive Vice President, Risk**

EXHIBIT A

Patents

None.

Patent Applications

None.

EXHIBIT B

Trademarks

| <u>Owner</u> | <u>Trademark</u> | <u>Jurisdiction</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|------------------------------|--|---------------------|----------------------------|--------------------------|
| SNI Enterprises LLC | Nitric Blast | USA | 4,137,854 | May 8, 2012 |
| SNI Enterprises LLC | BCAA Blast | USA | 4,058,605 | Nov. 22, 2011 |
| SNI Enterprises LLC | Glyco Shock | USA | 3,970,080 | May 31, 2011 |
| SNI Enterprises LLC | Nitric Stack | USA | 4,024,156 | Sep. 6, 2011 |
| SNI Enterprises LLC | Nitric Shock | USA | 4,058,590 | Nov. 22, 2011 |
| SNI Enterprises LLC | Amino 4 Hour | USA | 4,024,158 | Sep. 6, 2011 |
| SNI Enterprises LLC | BCAA 4 Hour | USA | 4,024,157 | Sep. 6, 2011 |
| Total Nutrition Holdings LLC | Total Nutrition Sports Nutrition, Weight Loss, Vitamins AND DESIGN | USA | 4,219,006 | Oct. 2, 2012 |
| Total Nutrition Holdings LLC | Nutracore Nutrition | USA | 4,215,012 | Sep. 25, 2012 |
| Total Nutrition Holdings LLC | Nutracore Nutrition AND DESIGN | USA | 4,298,833 | Mar. 5, 2013 |
| Total Nutrition Holdings LLC | simpletrim AND DESIGN | USA | 4,463,115 | Jan. 7, 2014 |
| Total Nutrition Holdings LLC | CARBALEAN | USA | 4,445,969 | Dec. 10, 2013 |
| Total Nutrition Holdings LLC | SOMNITRIM | USA | 4,476,741 | Feb. 4, 2014 |
| Total Nutrition Holdings LLC | TNS | USA | 4,672,408 | Jan. 13, 2015 |
| Total Nutrition Holdings LLC | ALKALINITY GREENS | USA | 4,482,718 | Feb. 11, 2014 |
| Total Nutrition Holdings LLC | SKINNY WHEY | USA | 4,782,621 | July 28, 2015 |
| Total Nutrition Holdings LLC | PHARMA FUEL | USA | 4,782,620 | July 28, 2015 |
| Total Nutrition Holdings LLC | PURIFY LGC | USA | 4,693,981 | Mar. 3, 2015 |
| Total Nutrition Holdings LLC | ALKALINITY FRUIT | USA | 4,482,717 | Feb. 11, 2014 |
| Total Nutrition Holdings LLC | SKINNY CONTROL | USA | 4,626,185 | Oct. 21, 2014 |

| | | | | |
|------------------------------|-------------|-----|-----------|---------------|
| Total Nutrition Holdings LLC | SKINNY REST | USA | 4,626,186 | Oct. 21, 2014 |
| Total Nutrition Holdings LLC | SKINNY BURN | USA | 4,626,184 | Oct. 21, 2014 |
| Danbury Pharma, LLC | SNI | USA | 3,331,873 | Nov. 6, 2007 |

Trademark Applications

None.