

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM423261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Threshold Enterprises LTD		12/21/2016	Corporation: DELAWARE
Genexis Nutraceuticals, LLC		12/21/2016	Limited Liability Company: DELAWARE
Horizon Naturals, LLC		12/21/2016	Limited Liability Company: DELAWARE
Planetary Herbals, LLC		12/21/2016	Limited Liability Company: DELAWARE
Source Naturals, Inc.		12/21/2016	Corporation: CALIFORNIA
Source Natural International, Inc.		12/21/2016	Corporation: CALIFORNIA
Nutrascience Development, Inc.		12/21/2016	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	2100 Ross Avenue, Suite 1850		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 56			
Property Type	Number	Word Mark	
Serial Number:	87213050	BIOLINGUAL	
Serial Number:	87186934	VITALINGUAL	
Serial Number:	87182069	ILLUMINED MIND	
Serial Number:	87182062	ENERGEVITY	
Serial Number:	87182049	WELLCARE	
Serial Number:	87033681	SMART SMOOTHIES	
Serial Number:	87033657	SMART SMOOTHIE	
Serial Number:	87052896	HEARTSMART	
Registration Number:	5086092	TOP 10 HEALERS	
Registration Number:	5058312	GABA CALM	

OP \$1415.00 87213050

Property Type	Number	Word Mark
Serial Number:	86639876	HEALTHY AGING
Serial Number:	86241653	XYLICIOUS
Registration Number:	4986701	TELOMERON
Serial Number:	86639872	WELLNESS SOURCE
Serial Number:	86639864	WELLNESS DEFENSE
Serial Number:	86639860	WELLNESS LIFE
Serial Number:	86639858	WELLNESS REVOLUTION
Serial Number:	86333733	SOURCE ORGANIC
Serial Number:	86860051	CHI POWER
Registration Number:	4913793	FOR A LIFE WELL LIVED
Registration Number:	4835622	VEGAN TRUE
Registration Number:	4837774	SOURCE
Registration Number:	4764107	WINTER WELLNESS
Registration Number:	4747564	THEANINE SERENE
Registration Number:	4620444	TRIPHALA GOLD
Registration Number:	4466528	SERENE SCIENCE
Registration Number:	4366072	PURELY
Registration Number:	4587050	BIO-ALIGNED FORMULA
Registration Number:	4582805	BIO ALIGN
Registration Number:	4386422	WELLNESS ON THE GO
Registration Number:	4405519	WELLNESS SHOT
Registration Number:	3692613	VANGUARD NUTRACEUTICALS
Registration Number:	3203797	ARCTICPURE
Registration Number:	3073471	WELLNESS SHOTS
Registration Number:	3245565	LIFEFORCE V
Registration Number:	3370447	PLANETARY
Registration Number:	3826215	OMEGA-RIFFIC
Registration Number:	3930397	SOURCE NATURALS
Registration Number:	3800611	XYLISMART
Registration Number:	3766247	DURAFLORA
Registration Number:	3746446	LIFE FORCE
Registration Number:	3605812	HOTFLASH
Registration Number:	3975116	GENEXIS
Registration Number:	3933241	WELLNESS FIZZ
Registration Number:	4455212	HORIZON NATURALS
Registration Number:	4301594	SYSTEMICARE
Registration Number:	3640205	NK-3
Registration Number:	2008453	CHOLESTREX

Property Type	Number	Word Mark
Registration Number:	2067247	NEUROCEUTICAL
Registration Number:	1900303	PLANETARY FORMULAS
Registration Number:	1965003	WELLNESS FORMULA
Registration Number:	1977627	HORIZON
Registration Number:	1909705	SOURCE NATURALS
Registration Number:	1897877	THRESHOLD
Registration Number:	1888195	MENTAL EDGE
Registration Number:	1901438	CHI POWER

CORRESPONDENCE DATA

Fax Number: 175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com, Samuel.Pinkston@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
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SIGNATURE:	/Susan C. DiNicola/
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DATE SIGNED:	04/11/2017
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Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended and/or joined from time to time, the “IP Security Agreement”) dated as of December 21, 2016, is made by the Persons listed on the signature page hereof (individually, each a “Grantor” and collectively, jointly and severally, the “Grantors”) in favor of PNC BANK, NATIONAL ASSOCIATION, as a lender and as Agent for the Lenders party from time to time to the Credit Agreement referred to below (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, THRESHOLD ENTERPRISES LTD., a Delaware corporation (“Threshold”), GENEXIS NUTRACEUTICS, LLC, a Delaware limited liability company (“Genexis”), HORIZON NATURALS, LLC, a Delaware limited liability company (“Horizon”), PLANETARY HERBALS, LLC, a Delaware limited liability company (“Planetary”) and SOURCE NATURALS, INC., a California corporation (“Source”; and together with Threshold, Genexis, Horizon and Planetary individually, each a “Borrower” and collectively, jointly and severally, the “Borrowers”), have entered into a Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, with Agent and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended and/or joined from time to time, the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Other Documents, each Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Bodies.

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

SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv)

rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by any Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule C attached hereto whether or not any of Grantor’s Copyrights or Copyright registrations are not assignable.

(c) “Patents” shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor’s Patents or Patent registrations are not assignable.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule B attached hereto whether or not any of Grantor’s Trademarks or Trademark registrations are not assignable.

SECTION 2. Grant of Security. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, 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 such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury 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

(vi) any and all products and 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 Collateral of or arising from any of the foregoing.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement.

SECTION 5. **Execution in Counterparts.** This IP 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 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

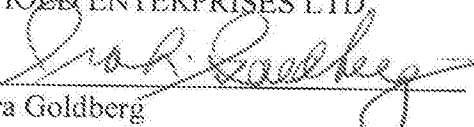
SECTION 7. **Governing Law**. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles (other than section 5-1401 and 5-1402 of the New York general obligations law).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS

THRESHOLD ENTERPRISES LTD.

By: 
Name: Ira Goldberg
Title: Chief Executive Officer, President and Secretary

GENEXIS NUTRACEUTICS, LLC

By: Threshold Enterprises Ltd.,
as Sole Member
By: 
Name: Ira Goldberg
Title: Chief Executive Officer, President and Secretary

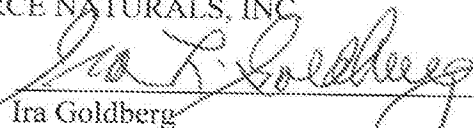
HORIZON NATURALS, LLC

By: Threshold Enterprises Ltd.,
as Sole Member
By: 
Name: Ira Goldberg
Title: Chief Executive Officer, President and Secretary

PLANETARY HERBALS, LLC

By: Threshold Enterprises Ltd.,
as Sole Member
By: 
Name: Ira Goldberg
Title: Chief Executive Officer, President and Secretary

SOURCE NATURALS, INC

By: 
Name: Ira Goldberg
Title: President, Secretary and Treasurer

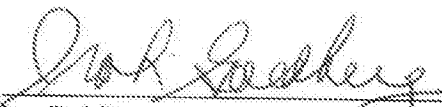
[Signature Page to IP Security Agreement]

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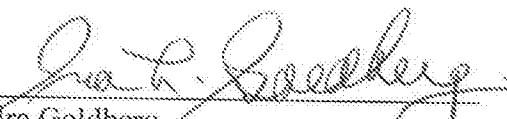
TRADEMARK

REEL: 006032 FRAME: 0745

SOURCE NATURAL INTERNATIONAL, INC.

By: 
Name: Ira Goldberg
Title: President, Secretary and Treasurer

NUTRASCIENCE DEVELOPMENT, INC.

By: 
Name: Ira Goldberg
Title: President, Secretary and Treasurer

ACKNOWLEDGMENT

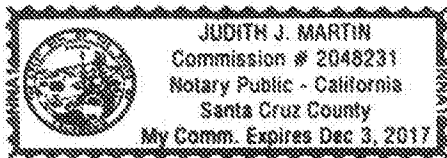
STATE OF California :
COUNTY OF Santa Cruz : SS

Before me, the undersigned, a Notary Public, on this 20 day of Dec, 2016, personally appeared Ira Goldberg, to me known personally, who, being by me duly sworn, did say that he is the Chief Executive Officer, President and Secretary of Threshold Enterprises Ltd., which is the sole member of Genexis Nutraceuticals, LLC, Horizon Naturals, LLC, and Planetary Herbals, LLC, and that he is the President, Secretary and treasurer of each of Source Naturals, Inc., Source Natural International, Inc. and Nutrascience Development, Inc., each of the aforementioned entities being a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of each such Grantor, by authority of its board of directors or analogous body, and each person signing on behalf of each Grantor acknowledged the execution of said instrument to be his free act and deed.

Notary Public

My Commission Expires: 12/3/2017

(SEAL)



Judith J. Martin

SCHEDULE A
PATENTS AND PATENT LICENSES

None.

SCHEDULE B**TRADEMARKS AND TRADEMARK LICENSES**

TRADEMARK	NUMBER	DATE	JURISDICTION OF REGISTRATION
Biolingual	87213050	10/24/2016	United States
Vitalingual	87186934	9/28/2016	United States
Illuminated Mind	87182069	9/23/2016	United States
Energevity	87182062	9/23/2016	United States
Wellcare	87182049	9/23/2016	United States
Smart Smoothies	87033681	5/11/2016	United States
Smart Smoothie	87033657	5/11/2016	United States
Heartsmart	87052896	5/27/2016	United States
Top 10 Healers	5086092	11/22/2016	United States
Gaba Calm	5058312	10/11/2016	United States
Healthy Aging	86639876	5/22/2015	United States
Xylicious	86241653	7/15/2014	United States
Telomeron	4986701	6/28/2016	United States
Wellness Source	86639872	Pending	United States
Wellness Defense	86639864	5/22/2015	United States
Wellness Life	86639860	5/22/2015	United States
Wellness Revolution	86639858	5/22/2015	United States
Source Organic	86333733	7/10/2014	United States
Chi Power	86860051	12/29/2015	United States
For A Life Well Lived	4913793	3/8/2016	United States
Vegan True	4835622	10/20/2015	United States
Source	4837774	10/20/2015	United States
Winter Wellness	4764107	6/30/2015	United States
Theanine Serene	4747564	6/2/2015	United States
Triphala Gold	4620444	10/14/2014	United States
Serene Science	4466528	1/14/2014	United States
Purely	4366072	7/9/2013	United States
Bio-Aligned Formula	4587050	8/19/2014	United States
Bio Align	4582805	8/12/2014	United States
Wellness On The Go	4386422	8/20/2013	United States
Wellness Shot	4405519	9/24/2013	United States
Vanguard Nutraceuticals	3692613	10/6/2009	United States
Acticpure	3203797	1/30/2007	United States
Wellness Shots	3073471	3/28/2006	United States
Lifeforce V	3245565	5/22/2007	United States
Planetary	3370447	1/15/2008	United States
Omega-Riffic	3826215	7/27/2010	United States
Source Naturals	3930397	3/15/2011	United States
Xylismart	3800611	6/8/2010	United States

TRADEMARK	NUMBER	DATE	JURISDICTION OF REGISTRATION
Duraflora	3766247	3/30/2010	United States
Life Force	3746446	2/9/2010	United States
Hotflash	3605812	4/14/2009	United States
Genexis	3975116	6/7/2011	United States
Wellness Fizz	3933241	3/22/2011	United States
Horizon Naturals	4455212	12/24/2013	United States
Systemicare	4301594	3/12/2013	United States
NK-3	3640205	6/16/2009	United States
Cholestrex	2008453	9/26/2016	United States
Neuroceutical	2067247	7/20/2007	United States
Planetary Formulas	1900303	12/21/2015	United States
Wellness Formula	1965003	10/3/2015	United States
Horizon	1977627	10/2/2015	United States
Source Naturals	1909705	8/26/2015	United States
Threshold	1897877	3/6/2015	United States
Mental Edge	1888195	3/5/2015	United States
Chi Power	1901438	4/25/2005	United States

USPTO TRADEMARK APPLICATIONS PENDING

GABA CALM™	Telomeron™
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SCHEDULE C

COPYRIGHTS AND COPYRIGHT LICENSES

COPYRIGHT	NUMBER	PUBLICATION YEAR	JURISDICTION OF REGISTRATION
Source Naturals Life Fore: metabolic activator multi-vitamin/mineral formula: 180 tablets	VA000812227	1996	United States
Source Naturals syzygy	VAu000375548	1996	United States