

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM427727

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Body Plus Nutritional Products Inc.		01/31/2017	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	234 Simcoe Street, 3rd Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5T 1T4		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87231441	FUELLING A NEW GENERATION OF ATHLETES	
<b>Serial Number:</b>	87231430	IRONVEGAN	
<b>Serial Number:</b>	85432536	OMEGESSENTIAL	
<b>Serial Number:</b>	85421479	IN HARMONY WITH YOU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4168680673		
<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>			
<b>Phone:</b>	416-601-7765		
<b>Email:</b>	bbell@mccarthy.ca		
<b>Correspondent Name:</b>	Bethanne Bell, McCarthy Tetrault LLP		
<b>Address Line 1:</b>	Suite 5300, TD Bank Tower		
<b>Address Line 2:</b>	Box 48, 66 Wellington Street West		
<b>Address Line 4:</b>	Toronto, Ontario, CANADA M5K 1E6		
<b>NAME OF SUBMITTER:</b>	Bethanne Bell		
<b>SIGNATURE:</b>	/Bethanne Bell/		
<b>DATE SIGNED:</b>	05/16/2017		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") dated January 31, 2017, is made by BODY PLUS NUTRITIONAL PRODUCTS INC., a corporation existing under the laws of the Province of Ontario (together with its successors and permitted assigns, the "**Grantor**"), in favour of BANK OF MONTREAL, as administrative agent (together with its successors in such capacity, the "**Agent**") for the Lenders (as defined below).

WHEREAS pursuant to a credit agreement dated January 31, 2017 among Jamieson Laboratories Ltd., as borrower, the Agent, as agent and certain financial institutions party thereto from time to time as lenders (collectively, the "**Lenders**") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") the Agent and the Lenders have required the Grantor, *inter alia*, to enter into this IP Security Agreement as well as a General Security Agreement dated as of January 31, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**GSA**"), with the Agent. Terms defined in the GSA and not otherwise defined herein have the meanings specified in the GSA.

AND WHEREAS, under the terms of the GSA, the Grantor has granted to the Agent, for the benefit of the Agent, the Lenders and the Hedge Banks, a security interest in, among other property, certain intellectual property of the Grantor, and the Grantor has agreed to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Agent and the Lenders a security interest in all of the Grantor's right, title and interest in and to the following (the "**Collateral**"):

- (a) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "**Trademarks**");
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "**Copyrights**");
- (d) all industrial designs and industrial design registrations set forth in Schedule D hereto (the "**Industrial Designs**");

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

(f) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, 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

(g) 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 collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the due and timely payment and performance by the Grantor of all Obligations.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the GSA. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the GSA, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the GSA, the provisions of the GSA shall control.

SECTION 4. Recordation. The Grantor authorizes that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks 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. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the province of Ontario and the federal laws of Canada applicable therein.

***[Remainder of page intentionally left blank; signature page follows.]***

IN WITNESS WHEREOF, the 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.

**BODY PLUS NUTRITIONAL  
PRODUCTS INC.**

By: \_\_\_\_\_

Name: Mark Hornick

Title: President and Chief Executive Officer

By: \_\_\_\_\_

Name: Chris Snowden

Title: Chief Financial Officer

ACCEPTED and ACKNOWLEDGED by:

**BANK OF MONTREAL, as  
administrative agent**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

*Signature page to US Intellectual Property Security Agreement (Body Plus)*

**TRADEMARK  
REEL: 006059 FRAME: 0149**

IN WITNESS WHEREOF, the 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.

**BODY PLUS NUTRITIONAL  
PRODUCTS INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED and ACKNOWLEDGED by:

**BANK OF MONTREAL, as  
administrative agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: S. Viccary  
Name: Sue Viccary  
Title: Director

*Signature page to US Intellectual Property Security Agreement (Body Plus)*

Schedule A  
to  
Intellectual Property Security Agreement

**PATENTS**

I. PATENTS

Nil.

II. PATENT APPLICATIONS

Nil.

Schedule B  
to  
Intellectual Property Security Agreement

**TRADEMARKS**

I. TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Jurisdiction	Application Serial No.	Registration No.	Reg. Date
Body Plus Nutritional Products Inc.	OMEGESENTIAL	United States	85/432536	4290957	February 19, 2013
Body Plus Nutritional Products Inc.	HARMONIZED VEGAN PROTEIN	United States	77/913047	3831833	
Body Plus Nutritional Products Inc.	IN HARMONY WITH YOU	United States	85/421479	4138868	

II. TRADEMARK APPLICATIONS

Grantor	Trademark	Registration Jurisdiction	Application Serial No.	Registration No.	Reg. Date
Body Plus Nutritional Products Inc.	IronVegan Design	United States	87/231430		
Body Plus Nutritional Products Inc.	Fuelling a New Generation of Athletes	United States	87/231441		



Schedule C  
to  
Intellectual Property Security Agreement

**COPYRIGHTS**

I. COPYRIGHT REGISTRATIONS

Nil.

II. COPYRIGHT APPLICATIONS

Nil.

III. COPYRIGHT LICENSES

Nil.

Schedule D  
to  
Intellectual Property Security Agreement

**INDUSTRIAL DESIGNS**

I. INDUSTRIAL DESIGN REGISTRATIONS

Nil.

II. INDUSTRIAL DESIGN APPLICATIONS

Nil.