

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPPIB CREDIT INVESTMENTS INC.		01/31/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	JAMIESON LABORATORIES LTD.		
Street Address:	2 ST. CLAIR AVENUE WEST, 16TH FLOOR		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M4V 1L5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2172102	JAMIESON	
Registration Number:	2172103	JAMIESON NATURAL SOURCES	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	416-601-7765		
Email:	bbell@mccarthy.ca		
Correspondent Name:	Bethanne Bell, McCarthy Tetrault LLP		
Address Line 1:	Suite 5300, TD Bank Tower		
Address Line 2:	Box 48, 66 Wellington Street West		
Address Line 4:	Toronto, Ontario, CANADA M5K 1E6		
NAME OF SUBMITTER:	Bethanne Bell		
SIGNATURE:	/Bethanne Bell/		
DATE SIGNED:	05/16/2017		
Total Attachments: 12			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (Agreement) dated as of January 31, 2017, from CPPIB CREDIT INVESTMENTS INC., in its capacity as administrative agent for the Secured Parties (as such term is hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, **Agent**) in favour of Jamieson Laboratories Ltd. (the **Grantor**).

WITNESSETH:

WHEREAS, pursuant to a Second Lien Term Loan Agreement dated as of January 31, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), the Grantor executed and delivered the intellectual property security agreement listed on Schedule A hereto in favour of the Agent on behalf of the secured parties described therein (the "**Secured Parties**") (together with all amendments, installments, modifications or supplements, if any, from time to time thereafter made thereto, the "**IP Security Agreement**");

AND WHEREAS, the IP Security Agreement was recorded with the Canadian Intellectual Property Office (**CIPO**) and the United States Patent and Trademark Office (**USPTO**) against the trademarks, patents, copyrights and industrial designs (the "**IP**") encumbered by each IP Security Agreement, including, without limitation, the IP listed on Schedule B hereto;

AND WHEREAS, all outstanding indebtedness and other obligations of the Grantor under the Loan Agreement have been paid in full; the Grantor has requested the Agent to release the security interest held by the Agent with respect to the IP and the Agent has agreed to execute and deliver this Agreement for purposes of recording with the applicable registrar of CIPO or USPTO, as applicable;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

1. Release of Security Interest. The Agent hereby acknowledges that (i) all of its security interest in the IP has been, as of the date hereof, automatically and unconditionally released and discharged; (ii) the Grantor is discharged from its covenants, agreements, and obligations contained in the IP Security Agreement; and (iii) the IP Security Agreement is discharged, released, terminated, and of no further force and effect.
2. Recordation. The Agent hereby authorizes the Grantor or the Grantor's authorized representative to discharge or caused to be discharged the IP Security Agreement, including by: (i) recording this Agreement with the applicable registrar at CIPO or USPTO, and/or (ii) otherwise recording or filing this Agreement in any applicable governmental office or agency. This Agreement shall be good and sufficient authority for the Grantor or the Grantor's authorized representative to do the foregoing.
3. Further Assurances. The Agent hereby agrees to execute, acknowledge and deliver all such further releases, termination statements, documents, agreements, certificates and

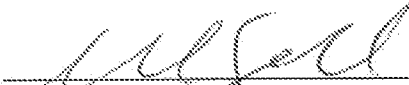
instruments as may be reasonably requested by the Grantor, or its successors or assigns, to evidence, discharge and/or record the releases of the IP Security Agreement or to otherwise give full effect to the intention of this Agreement.

4. Governing Law. This agreement and the rights and obligations of the parties under this agreement shall be governed by, and construed and interpreted in accordance with, the law of the province of Ontario and the federal laws of Canada applicable therein.
5. Binding. This Agreement shall be for the benefit of the Grantor and its successors and assigns and shall be binding upon the Agent and its respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

**CPPIB CREDIT INVESTMENTS INC., as
Agent**

Per: 
Name: ANDREW EDGELL
Title: AUTHORIZED SIGNATORY

SCHEDULE A

IP Security Agreement


1. Intellectual Property Security Agreement dated January 31, 2014





SCHEDULE B

IP


Trademarks




Canada



TRADEMARK	REGISTRATION/ APPLICATION NO.
360 PURE	TMA789933
360 PURE QUALITY ASSURED DESIGN 	TMA773632
AGE CONTROL	TMA433233
BODY GUARD	1644572
CAL CHEWS	TMA331235
CHOLESTANOL	TMA712412
EXXTRA-C	TMA805168
FLIP THE LID	TMA726139
FLUSHIELD	TMA828663
FORMULA NTOX	TMA432587
GOOD FOR YOU. GOOD FOR THE PLANET.	TMA844540

TRADEMARK	REGISTRATION/ APPLICATION NO.
IMMUNE SHIELD	TMA852684
JAMIESON	TMA749255
JAMIESON DIRECT DESIGN 	TMA750314
JAMIESON LABORATORIES & DESIGN 	TMA713711
JAMIESON WITH LEAF OVER 'I' DESIGN 	TMA774,424
JAMIESON NATURAL SOURCES SINCE 1922 & Design 	TMA789688
JNN	1534092
JAMIESON NUTRITION NETWORK	1534091
MEGA-CAL	TMA307661
MEGA VIM	TMA298082
MOVE EASY FX	1616041
MOVEFREE	1622473
NATURE'S BEST	TMA264128
NATURE'S FINEST	TMA440824

TRADEMARK	REGISTRATION/ APPLICATION NO.
NUTRICORP INTERNATIONAL	TMA495271
NUTRISENTIALS	TMA450453
OMEGA-3 BRAIN	TMA674858
OMEGA-3 CALM	TMA674850
OMEGA-3 HEART	TMA759067
OMEGA-3 SELECT	TMA841026
OMEGA-MOOD	TMA677027
OMEGA PROTECT	TMA525056
OmegaRed	1616040
OMEGA-SMART	TMA677028
PET CARE	TMA444385
POWER VITAMINS	TMA509661
PROSTEASE	TMA454471
PURITY IS PRICELESS	1537466
RED DRAGON	TMA250648
SKIN RESEARCH LABORATORIES	TMA379937
SLIM DOWN	TMA260757

TRADEMARK	REGISTRATION/ APPLICATION NO.
SMART DIET	TMA717595
SMART VITAMINS	TMA442262
SRL CLINIC & DESIGN 	TMA401901
STAMINA	TMA374595
STRESS-EASE	TMA310053
SUGARBALANCE	1321087
SWISS SPA	TMA363238
VITA-SLIM	TMA644527
"VITA-VIM"	UCA024779
APKCo10	TMA644502
A-RETINOL	TMA432604
ARTHROID	TMA510208
BARTOL	TMA295685
BETA PLEX	TMA516648
BIO ENERGIA	TMA539038
BIOLOGICS POSITIVE NUTRIENTS & DESIGN	TMA441304

TRADEMARK	REGISTRATION/ APPLICATION NO.
	
BIOLOGICS PREMENSTRUAL SUPPLEMENT	TMA604618
BODY GUARD	TMA516559
CRYSTALLOSE	TMA194885
DR. CHICKEN	TMA516662
ENERGEE ADULT	TMA625376
ENERGEE SENIOR	TMA625329
ENERGEE TEENS	TMA625296
FEEL THE DIFFERENCE	TMA618385
FORTY WINKS	TMA283774
FROM THE EARTH	TMA515401
HAPPY FACE DESIGN 	TMA188528
IT'S GOOD ADVICE	TMA499250
JAMIESON NATURAL SOURCES & DESIGN 	TMA713713
JUMP START	TMA671415

TRADEMARK	REGISTRATION/ APPLICATION NO.
KAMU-JAY	TMA167370
KAMU JAY & DESIGN 	TMA211434
LACTOZYME	TMA239362
LISTEN TO YOUR BODY	TMA777,681
MIGRABAN	TMA515278
MULTI-FRUITS & DESIGN 	TMA 396,453
PACE	TMA304460
PHYTOGARD	TMA470951
POWER PROSTEASE	TMA644333
PRIMANOL	TMA301608
PROFLORA	TMA575566
PROTON	TMA520175

TRADEMARK	REGISTRATION/ APPLICATION NO.
RABBITS & SQUIRREL DESIGN 	TMA379197
RECOMMANDÉE PAR DES GENS DE CONFIANCE	TMA545863
RECOMMENDED BY THOSE YOU TRUST	TMA545372
SMILES	TMA183427
SOOTHING ICE	TMA370336
SUN-N' EARTH	TMA185396
"TENDER AGE"	UCA024902
TENDER AGE	TMA220632
VITA-SENTIALS	TMA194071

United States

TRADEMARK	REGISTRATION NO.	REEL/FRAME
JAMIESON	2172102	5304/0854
JAMIESON NATURAL SOURCES	2172103	5304/0854

Patents:

Canada

PATENT	APPLICATION SERIAL NO.	REGISTRATION NO.
BOTTLE WITH PEELABLE LABEL	2747500	N/A

United States

PATENT	APPLICATION SERIAL NO.	REEL/FRAME
BOTTLE WITH PEELABLE LABEL	13/189698	033222/0601