

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427739

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JAMIESON LABORATORIES LTD.		01/31/2017	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Bank of Montreal
Street Address:	234 Simcoe Street, 3rd Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5T 1T4
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2172102	JAMIESON
Registration Number:	2172103	JAMIESON NATURAL SOURCES
Registration Number:	4067835	ADRENASMART
Registration Number:	3478865	ASK LORNA
Registration Number:	4063868	ESTROSMART
Registration Number:	4080565	IRONSMART
Registration Number:	4400313	LORNA VANDERHAEGHE
Registration Number:	4080795	LORNA VANDERHAEGHE LOVE
Registration Number:	4063910	MAGSMART
Registration Number:	4436589	MELATONIN PLUS
Registration Number:	4063899	MENOSMART
Registration Number:	4067841	MULTISMART
Registration Number:	4067848	OSTEOSMART
Registration Number:	4106072	SEXSMART
Registration Number:	4071252	SHAPESMART
Registration Number:	4077519	SKINSMART
Registration Number:	4088479	SLEEPSMART
Registration Number:	4499425	SMART NUTRIENTS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4020071	THYROSMART
Registration Number:	4106073	URISMART
Registration Number:	4102283	VEINSMART
Registration Number:	3727830	THE WOMAN'S WORD WOMEN HELPING WOMEN
Registration Number:	3679747	THE WOMAN'S WORD
Registration Number:	4679916	CELLUSMART
Registration Number:	4067840	MOODSMART

CORRESPONDENCE DATA

Fax Number: 4168680673

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: 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: 11
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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 JAMIESON LABORATORIES LTD., a corporation existing under the laws of Canada (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 the Grantor, 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.

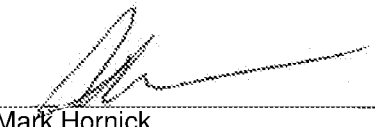
SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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.

JAMIESON LABORATORIES LTD.

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:

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.

JAMIESON LABORATORIES LTD.

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

Schedule A
to
Intellectual Property Security Agreement

PATENTS

I. PATENTS

Nil.

II. PATENT APPLICATIONS

Applicant	Patent Application	Application Jurisdiction	Application Serial No.	Application Date
Jamieson Laboratories Ltd.	Novel Chewable Eye Health Formulation	United States	14/829,728	19 AUG 2015
Jamieson Laboratories Ltd.	Bottle with Peelable Label	United States	13/189698 033222/0601	

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

Grantor	Trademark	Registration Jurisdiction	Application Serial No.	Registration No.	Reg. Date
Jamieson Laboratories Ltd.	Jamieson	United States	74626832	2172102	14 JUL 1998
Jamieson Laboratories Ltd.	Jamieson Natural Sources	United States	74626833	2172103	14 JUL 1998
Jamieson Laboratories Ltd.	Adrenasmart	United States	77877980	4067835	06 DEC 2011
Jamieson Laboratories Ltd.	Ask Lorna	United States	77157900	3478865	05 AUG 2008
Jamieson Laboratories Ltd.	Estrosmart	United States	77848987	4063868	29 NOV 2011
Jamieson Laboratories Ltd.	IronSmart	United States	77889454	4080565	03 JAN 2012
Jamieson Laboratories Ltd.	Lorna Vanderhaeghe	United States	77146361	4400313	10 SEPT 2013

Grantor	Trademark	Registration Jurisdiction	Application Serial No.	Registration No.	Reg. Date
Jamieson Laboratories Ltd.	Lorna Vanderhaeghe Love	United States	85041849	4080795	03 JAN 2012
Jamieson Laboratories Ltd.	MagSmart	United States	77889481	4063910	09 MAR 2010
Jamieson Laboratories Ltd.	Melatonin Plus	United States	85927927	4436589	19 NOV 2013
Jamieson Laboratories Ltd.	MenoSmart	United States	77877940	4063899	29 NOV 2011
Jamieson Laboratories Ltd.	MoodSmart	United States	77881569	4067840	06 DEC 2011
Jamieson Laboratories Ltd.	MultiSmart	United States	77881574	4067841	06 DEC 2011
Jamieson Laboratories Ltd.	OsteoSmart	United States	77889493	4067848	06 DEC 2011
Jamieson Laboratories Ltd.	SexSmart	United States	77921274	4106072	28 FEB 2012
Jamieson Laboratories Ltd.	ShapeSmart	United States	77959020	4071252	13 DEC 2011

Grantor	Trademark	Registration Jurisdiction	Application Serial No.	Registration No.	Reg. Date
Jamieson Laboratories Ltd.	SkinSmart	United States	77877994	4077519	27 DEC 2011
Jamieson Laboratories Ltd.	SleepSmart	United States	77958969	4088479	17 JAN 2012
Jamieson Laboratories Ltd.	Smart Nutrients	United States	85875923	4499425	18 MAR 2014
Jamieson Laboratories Ltd.	ThyroSmart	United States	77877961	4020071	30 AUG 2011
Jamieson Laboratories Ltd.	UriSmart	United States	77921327	4106073	28 FEB 2012
Jamieson Laboratories Ltd.	VeinSmart	United States	85367633	4102283	21 FEB 2012
Jamieson Laboratories Ltd.	The Woman's Word – Women Helping Women WOMAN'S WORD	United States	77732036	3727830	22 DEC 2009
Jamieson Laboratories Ltd.	The Woman's Word WOMAN'S WORD	United States	77692742	3679747	08 SEP 2009
Jamieson Laboratories Ltd.	CelluSmart	United States	86186202	4679916	27 JAN 2015

II. TRADEMARK APPLICATIONS

Nil.

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.