

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436101

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLNEXT LLC		07/21/2017	Limited Liability Company: DELAWARE
NATURAL VITALITY HOLDING COMPANY, LLC		07/21/2017	Limited Liability Company: DELAWARE
NATURE'S PRODUCTS, INC.		07/21/2017	Corporation: FLORIDA
RAINBOW LIGHT NUTRITIONAL SYSTEMS, LLC		07/21/2017	Limited Liability Company: DELAWARE
WELLNEXT BUSINESS, LLC		07/21/2017	Limited Liability Company: DELAWARE
WELLNEXT DIRECT, LLC		07/21/2017	Limited Liability Company: NEVADA
NEOCELL HOLDING COMPANY, LLC		07/21/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MCLARTY CAPITAL PARTNERS SBIC, L.P.
Street Address:	1 Rockefeller Plaza
Internal Address:	Suite 1203
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	86774379	DERMA MATRIX
Serial Number:	86774401	DOSAGE.DALTON.DENSITY.
Serial Number:	86774395	BIOACTIVE NEOCELL COLLAGEN
Serial Number:	86774384	BONE MATRIX
Serial Number:	86774373	MOVE MATRIX
Serial Number:	86774369	GLOW MATRIX
Serial Number:	86774359	PLATINUM MATRIX
Serial Number:	86774388	CLARITY MATRIX

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86774399	STRENGTHEN.HYDRATE.PROTECT.
Serial Number:	86785036	GLOWGETTER
Serial Number:	86774390	CALM MATRIX
Serial Number:	86541751	COLLAC BEAUTY CRYSTAL COMPLEX
Registration Number:	4989647	CHEWS YOUTH
Registration Number:	4743493	NEOCELL
Registration Number:	4676442	BEAUTY INFUSION
Registration Number:	4418510	NEOCELL
Registration Number:	3873244	ARTHROPET
Registration Number:	4988906	BEAUTY IS AN EXPRESSION OF HEALTH
Registration Number:	4422098	BEAUTY BURSTS
Registration Number:	4418519	NEOCELL
Registration Number:	4125399	ARTHROPET
Registration Number:	4373798	COLLAGEN SPORT
Registration Number:	3436610	NUTRIENTS YOU CAN TRUST
Registration Number:	3330200	COLLAGEN MD

CORRESPONDENCE DATA

Fax Number: 3105572193
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: 310-557-2900
Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	51683.016
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	07/21/2017

Total Attachments: 8
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SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Supplement") made as of this 21st day of July 2017, by WELLNEXT LLC, a limited liability company formed under the laws of Delaware ("Wellnext") and survivor by merger to Champion Performance Products, LLC, a limited liability company formed under the laws of Florida, Iceland Health, LLC, a limited liability company formed under the laws of Florida, and Stop Aging Now LLC, a limited liability company formed under the laws of Delaware, NATURAL VITALITY HOLDING COMPANY, LLC, a limited liability company formed under the laws of Delaware ("Natural Vitality"), NATURE'S PRODUCTS, INC., a corporation formed under the laws of Florida ("Nature's Products"), RAINBOW LIGHT NUTRITIONAL SYSTEMS, LLC, a limited liability company formed under the laws of Delaware ("Rainbow"), WELLNEXT BUSINESS, LLC, a limited liability company formed under the laws of Delaware ("Wellnext Business"), WELLNEXT DIRECT, LLC, a limited liability company formed under the laws of Nevada ("Wellnext Direct"), and NEOCELL HOLDING COMPANY, LLC, a limited liability company formed under the laws of Delaware ("NeoCell Holdco"), and collectively together with Wellnext, Natural Vitality, Nature's Products, Rainbow, Wellnext Business, and Wellnext Direct and with each other Person joined hereto from time to time, collectively, the "Grantors", and each a "Grantor", each with an address at 1301 Sawgrass Corporate Parkway, Sunrise, FL 33323, in favor of MCLARTY CAPITAL PARTNERS SBIC, L.P., as Agent for Lenders under the Loan Agreement referenced below (in such capacity, together with its successors in such capacity, the "Agent").

WITNESSETH:

WHEREAS, Grantors and Agent are parties to that certain (i) Term Loan, Guaranty and Security Agreement, dated as of May 23, 2016 (as amended by that certain First Amendment and Joinder to Term Loan, Guaranty and Security Agreement and First Amendment to Collateral Pledge Agreement, dated as of July 20, 2016, that certain Second Amendment to Term Loan, Guaranty and Security Agreement, dated as of January 25, 2017, that certain Third Amendment to Term Loan, Guaranty and Security Agreement, dated as of the date hereof (the "Third Amendment"), and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and (ii) Intellectual Property Security Agreement, dated as of May 23, 2016 (as the same heretofore may have been and hereafter may be amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, contemporaneously herewith, NeoCell Holdco is joining the IP Agreement as a Grantor pursuant to the Third Amendment;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance in full of all Obligations to Agent and each other Secured Party, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that if Grantor acquires any new U.S. Registered Intellectual Property (excluding only Intellectual Property that constitutes Excluded Property (and then only for so long as such Intellectual Property would constitute Excluded Property)), Grantor shall deliver within the time permitted by the IP Agreement to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired U.S. Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors party hereto, intending to be legally bound, hereby agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under the Loan Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired U.S. Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Property. Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Grantors hereby represent and warrant to Agent and to the Lenders that Schedule 1 attached hereto sets forth a full, complete and correct list of all U.S. Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof (excluding only Intellectual Property that constitutes Excluded Property).

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference, and this Supplement shall be considered an

amendment and supplement to and part of the IP Agreement. All of the provisions of the IP Agreement are and remain in full force and effect.

[Signature pages follow]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Agreement as of the date first written above.

GRANTORS:

WELLNEXT LLC, as a Grantor

By: _____
Name: Jose Minski
Title: President and Chief Executive Officer

**NATURAL VITALITY HOLDING
COMPANY, LLC, as a Grantor**

By: Wellnext LLC, its Sole Member

By: _____
Name: Jose Minski
Title: President and Chief Executive Officer

NATURE'S PRODUCTS, INC., as a Grantor

By: _____
Name: Jose Minski
Title: President and Chief Executive Officer


**RAINBOW LIGHT NUTRITIONAL
SYSTEMS, LLC, as a Grantor**

By: Nature's Products, Inc., its Sole Member

By: _____
Name: Jose Minski
Title: President and Chief Executive Officer

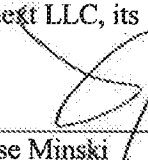
WELLNEXT BUSINESS, LLC, as a Grantor

By: Wellnext LLC, its Sole Member

By: 
Name: Jose Minski
Title: President and Chief Executive Officer

WELLNEXT DIRECT, LLC, as a Grantor

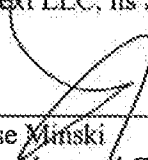
By: Wellnext LLC, its Sole Member

By: 
Name: Jose Minski
Title: President and Chief Executive Officer

**NEOCELL HOLDING COMPANY, LLC,
as a Grantor**

By: Wellnext Business, LLC, its Sole Member

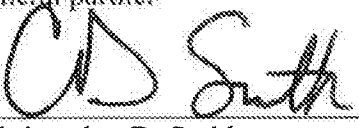
By: Wellnext LLC, its Sole Member

By: 
Name: Jose Minski
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

MCLARTY CAPITAL PARTNERS SBIC, L.P.,
as Agent

By: McLarty Capital Partners SBIC, LLC,
its general partner

By: 

Name: Christopher D. Smith
Title: President and Managing Principal


SCHEDULE 1
to
Supplement No. 1 to Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantors' U.S. patents and patent applications:

None.

2. Grantors' U.S. trademarks and trademark applications:

Country	Trademark	Application Number	Filing Date	Registration Number	Registration Date	Owner
US	DERMA MATRIX	N/A	N/A	86774379	9/30/2015	NeoCell Corporation ¹
US	DOSAGE.DALTON.DENSITY.	N/A	N/A	86774401	9/30/2015	NeoCell Corporation
US	BIOACTIVE NEOCELL COLLAGEN	N/A	N/A	86774395	9/30/2015	NeoCell Corporation
US	BONE MATRIX	N/A	N/A	86774384	9/30/2015	NeoCell Corporation
US	MOVE MATRIX	N/A	N/A	86774373	9/30/2015	NeoCell Corporation
US	GLOW MATRIX	N/A	N/A	86774369	9/30/2015	NeoCell Corporation
US	PLATINUM MATRIX	N/A	N/A	86774359	9/30/2015	NeoCell Corporation
US	CLARITY MATRIX	N/A	N/A	86774388	9/30/2015	NeoCell Corporation
US	STRENGTHEN.HYDRATE.PROTECT.	N/A	N/A	86774399	9/30/2015	NeoCell Corporation
US	GLOWGETTER	N/A	N/A	86785036	10/12/2015	NeoCell Corporation
US	CALM MATRIX	N/A	N/A	86774390	9/30/2015	NeoCell Corporation
US	COLLAC BEAUTY CRYSTAL COMPLEX	N/A	N/A	86541751	2/20/2015	NeoCell Corporation
US	CHEWS YOUTH	4989647	6/28/2016	86541756	2/20/2015	NeoCell Corporation
US	NEOCELL	4743493	5/26/2015	86418621	10/8/2014	NeoCell Corporation
US	BEAUTY INFUSION	4676442	1/20/2015	86109868	11/4/2013	NeoCell Corporation
US		4418510	10/15/2013	85875024	3/13/2013	NeoCell Corporation

¹ Intellectual Property held by NeoCell Corporation to be transferred to NeoCell Holding Company, LLC post-merger.

Country	Trademark	Application Number	Filing Date	Registration Number	Registration Date	Owner
US	ARTHROPET	3873244	11/9/2010	85002827	3/31/2010	NeoCell Corporation
US	BEAUTY IS AN EXPRESSION OF HEALTH	4988906	6/28/2016	85734353	9/20/2012	NeoCell Corporation
US	BEAUTY BURSTS	4422098	10/22/2013	85934118	5/16/2013	NeoCell Corporation
US	NEOCELL	4418519	10/15/2013	85875293	3/13/2013	NeoCell Corporation
US	ARTHROPET	4125399	4/10/2012	85390698	8/5/2011	NeoCell Corporation
US	COLLAGEN SPORT	4373798	7/23/2013	85075396	6/30/2010	NeoCell Corporation
US	NUTRIENTS YOU CAN TRUST	3436610	5/27/2008	76659907	5/11/2006	NeoCell Corporation
US	COLLAGEN MD	3330200	11/6/2007	76659906	5/11/2006	NeoCell Corporation

3. Grantors' U.S. copyrights and copyright applications:

None.