

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM438956

<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>
10181625 Canada Inc.		07/28/2017	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Administrative Agent		
<b>Street Address:</b>	500 West Montroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1898712	PEEKs	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146121301		
<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>	314-444-7600		
<b>Email:</b>	ipdept@lewisrice.com		
<b>Correspondent Name:</b>	Frank B. Janoski		
<b>Address Line 1:</b>	Lewis Rice LLC, 600 Washington Ave		
<b>Address Line 2:</b>	Ste. 2500		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>NAME OF SUBMITTER:</b>	Elizabeth Holtmann		
<b>SIGNATURE:</b>	/ech/		
<b>DATE SIGNED:</b>	08/11/2017		
<b>Total Attachments: 7</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2017, is made by each of the entities listed on the signature pages hereof (each a "Canadian Grantor" and, collectively, the "Canadian Grantors"), in favor of Antares Capital LP ("Antares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers and the other Secured Parties (as each such term is defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 9, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among SRP Intermediate Inc., a Delaware corporation, SRP Acquisition Inc., a Delaware corporation, Solaray, LLC, a Delaware limited liability company, the other Persons party thereto that are designated as Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Canadian Grantor has agreed, pursuant to a Canadian Security Agreement dated as of July 28, 2017, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Canadian Security Agreement"), to grant security for the Secured Obligations (as defined therein); and

WHEREAS, pursuant to the Canadian Security Agreement, Canadian Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers, Agent and the Revolver Agent to continue to make their respective extensions of credit to the Borrower under the Loan Documents, and to induce the Secured Swap Providers to continue to provide financial accommodations under the Secured Rate Contracts, each Canadian Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Canadian Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Canadian Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the

following Collateral (which shall exclude all Excluded Property, including) of such Canadian Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those Canadian Trademarks referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Canadian Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Canadian Security Agreement and each Canadian Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Canadian Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Canadian Grantor Remains Liable. Each Canadian Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Canadian Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Province of Ontario and the federal law of Canada applicable therein.

Section 7. Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or

provided for, in the Credit Agreement or the Canadian Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be immediately and automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Canadian Grantor hereunder shall immediately and automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Canadian Grantors. At the request of any Canadian Grantor following any such termination, the Agent shall execute and deliver to such Canadian Grantor such documents as such Canadian Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

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

10181625 CANADA INC.,  
as Canadian Grantor

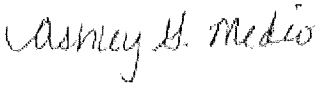
By: 

Name: 

Title: 

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP,  
as Agent

By:   
Name: Ashley Medio  
Title: Its duly authorized signatory


SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Registration No./Date	Application No.	Jurisdiction	Mark	Registered Owner	Status
February 1, 1991 / TMA379100	618304	Canada		1978451 Ontario Inc.  *See Note 1	Active
March 10, 1989 / TMA352959	605402	Canada	THE AMAZING VIDEO NETWORK	1978451 Ontario Inc.  *See Note 1	Active
October 12, 1990 / TMA3 74203	624788	Canada	THE AMAZING MUSIC NETWORK	1978451 Ontario Inc.  *See Note 1	Active
February 23, 1990 / TMA365983	624787	Canada	AVN	1978451 Ontario Inc.  *See Note 1	Active
Sept. 14, 1990 / TMA373339	0624789	Canada	THE AMAZING MUSIC MACHINE	1978451 Ontario Inc.  *See Note 1	Active
May 10, 1991 / TMA384089	0605377	Canada	AMAZING VIDEO	1978451 Ontario Inc.  *See Note 1	Active
Dec. 23, 1988 / TMA349452	0600353	Canada	AVM	1978451 Ontario Inc.  *See Note 1	Active



Dec. 16, 1988 / TMA349253	0600352	Canada	THE AMAZING VIDEO MACHINE	1978451 Ontario Inc.  *See Note 1	Active
May 20, 1988 / TMA340619	0581005	Canada		1978451 Ontario Inc.  *See Note 1	Active
September 9, 1988 /  TMA344721	0587844	Canada	PEEKS	Sundog Distributing Inc.  *See Note 2	Active
June 13, 1995 / 1898712	74/515387	USA	PEEKS	Sundog Distributing Inc.  *See Note 3	Active
July 28, 2008 / TMA719629	1361318	Canada	EYEWEAR PINK	Sun Island International Inc.  *See Note 4	Active
August 26, 2009 /  TMA746284	1398147	Canada	EYEWEAR TEAM	Sun Island International Inc. operating as Eyewear Team  *See Note 4	Active

Note 1: Application to register Intellectual Property Assignment assigning trademark to Canadian Grantor has been filed with CIPO and is pending.

Note 2: Applications to register Intellectual Property Assignments assigning trademark to Canadian Grantor have been filed with CIPO and are pending.

Note 3: Applications to register Intellectual Property Assignments assigning trademark to Canadian Grantor have been filed with USPTO and are pending.

Note 4: Assignment to Canadian Grantor is pending.