

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444381

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest In Trademarks Previously Recorded at Reel/Frame (2357/0440)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A. (legal successor to The Chase Manhattan Bank)		09/25/2017	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	NATURESMART, LLC
Street Address:	2100 Smithtown Ave.
City:	Ronkonkoma
State/Country:	NEW YORK
Postal Code:	11779
Entity Type:	Limited Liability Company: COLORADO

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1786447	BIOFLORA
Registration Number:	1888190	CALSORB
Registration Number:	1885791	CANDISTATIN
Registration Number:	2189405	CARDIO Q10
Registration Number:	1895854	CARDIOSMART
Registration Number:	2288944	CARTILAGE COMPANION
Registration Number:	2264818	COLOKLYSIS
Registration Number:	2264817	COLOKLYSIS DAILY
Registration Number:	2504922	COMPLETE CLEANSE
Registration Number:	2200775	DAILY ESSENTIALS
Registration Number:	1888189	DETOXINAL
Registration Number:	2235916	DIABEST
Registration Number:	2236808	DIABEST 2
Registration Number:	1768405	ESSENTIAL E
Registration Number:	2437660	HEALTHY EYES
Registration Number:	2264816	IRON PLEX
Registration Number:	2301590	LIV-A-NEW

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Property Type	Number	Word Mark
Registration Number:	2346182	LIVER MAINTENANCE FORMULA
Registration Number:	2236821	MACUCARE
Registration Number:	2270672	MACUVISION
Registration Number:	2236819	MULTILOGICS
Registration Number:	2189414	MUSCLEASE
Registration Number:	1884573	NEURO-FORCE
Registration Number:	2335796	NIACIN +
Registration Number:	1898523	PHYSIOLOGICS
Registration Number:	2281223	PTE SUPPORT
Registration Number:	1930797	VITACARDIA
Registration Number:	1785180	ZINC PLEX
Registration Number:	1897280	ZYGEST

CORRESPONDENCE DATA

Fax Number: 6502515002

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: (650) 251-5094

Email: jnull@stblaw.com

Correspondent Name: Linda Nyberg

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 051200/1295

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 09/25/2017

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this “Release”) is made as of September 25, 2017 (“Effective Date”) by and between NATURESMART, LLC (“Grantor”), and JPMorgan Chase Bank, N.A., which is the legal successor to The Chase Manhattan Bank (“Grantee”).

WHEREAS, pursuant to the terms and conditions of that certain Guarantee and Collateral Agreement, dated as of September 23, 1997, as amended and modified by and between Grantors thereto and Grantee (the “Security Agreement”), Grantors thereto pledged, assigned and granted to Grantee a continuing first priority security interest in and lien on and right of set-off against all of its right, title and interest in and to its Trademarks (as defined in the Security Agreement), including without limitation the trademark registrations and applications set forth on Schedule A hereto (collectively, the “Trademarks”) together with the goodwill associated therewith;

WHEREAS, Grantors thereto and Grantee entered into the Security Agreement pursuant to the terms and conditions of that certain Credit Agreement, dated as of September 23, 1997, as amended and modified by and between Grantors thereto and Grantee (the “Credit Agreement”);

WHEREAS, the Credit Agreement required the Additional Grantors to become a party to the Security Agreement;

WHEREAS, the Grantor executed and delivered an Assumption Agreement, dated as of May 29, 2001 (the “Assumption Agreement”), in order to become party to the Security Agreement;

WHEREAS, the Assumption Agreement was recorded with the United States Patent and Trademark Office at Reel 2357/Frame 0440 on August 27, 2001;

WHEREAS, Grantor have paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Assumption Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademarks.

If and to the extent Grantee has acquired any right, title or interest to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to Grantor.

Grantee shall take all further actions, and provide to Grantor and each of its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date and further declares that:

An agreement has been executed with respect to the release reported herein;

JPMorgan Chase Bank is the legal successor to The Chase Manhattan Bank;

JPMorgan Chase Bank has a good faith intention to consummate the release of the security interest described herein.

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: 

Name: Alicia Schreiberstein

Title: Executive Director

TRADEMARK

REEL: 006160 FRAME: 0738

SCHEDULE A

Trademark Name	Country Name	Trademark Status	App Number	Reg Number	Class	FilDate	RegDate	Owner
BIOFLORA	United States of America	Registered	74335165	1786447	05 Int.	27-Nov-1992	10-Aug-1993	NATURESMART, LLC
CALSORB	United States of America	Registered	74506497	1888190	05 Int.	29-Mar-1994	11-Apr-1995	NATURESMART, LLC
CANDISTATIN	United States of America	Registered	74506484	1885791	05 Int.	29-Mar-1994	28-Mar-1995	NATURESMART, LLC
CARDIO Q10	United States of America	Registered	75344880	2189405	05 Int.	21-Aug-1997	15-Sep-1998	NATURESMART, LLC
CARDIOSMART	United States of America	Registered	74521681	1895854	05 Int.	09-May-1994	30-May-1995	NATURESMART, LLC
CARTILAGE COMPANION	United States of America	Registered	75545159	2288944	05 Int.	31-Aug-1998	26-Oct-1999	NATURESMART, LLC
COLOKLYSIS	United States of America	Registered	75494883	2264818	05 Int.	02-Jun-1998	27-Jun-1999	NATURESMART, LLC
COLOKLYSIS DAILY	United States of America	Registered	75494882	2264817	05 Int.	02-Jun-1998	27-Jul-1999	NATURESMART, LLC
COMPLETE CLEANSE	United States of America	Registered	75504063	2504922	05 Int.	17-Jun-1998	06-Nov-2001	NATURESMART, LLC
DAILY ESSENTIALS	United States of America	Registered	75345709	2200775	05 Int.	25-Aug-1997	27-Oct-1998	NATURESMART, LLC
DETOXINAL	United States of	Registered	74506495	1888189	05 Int.	29-Mar-	11-Apr-1995	NATURESMART, LLC

	America					1994		
DIABEST	United States of America	Registered	75462000	2235916	05 Int.	03-Apr-1998	30-Mar-1999	NATURESMART, LLC
DIABEST 2	United States of America	Registered	75461699	2236808	05 Int.	03-Apr-1998	06-Apr-1999	NATURESMART, LLC
ESSENTIAL E	United States of America	Registered	74306606	1768405	05 Int.	24-Aug-1992	04-May-1993	NATURESMART, LLC
HEALTHY EYES	United States of America	Registered	75506344	2437660	05 Int.	22-Jun-1998	20-Mar-2001	NATURESMART, LLC
IRON PLEX	United States of America	Registered	75494881	2264816	05 Int.	02-Jun-1998	27-Jun-1999	NATURESMART, LLC
LIV-A-NEW	United States of America	Registered	75468183	2301590	05 Int.	15-Apr-1998	21-Dec-1999	NATURESMART, LLC
LIVER MAINTENANCE FORMULA	United States of America	Registered	75474071	2346182	05 Int.	24-Apr-1998	25-Apr-2000	NATURESMART, LLC
MACUCARE	United States of America	Registered	75468187	2236821	05 Int.	15-Apr-1998	06-Apr-1999	NATURESMART, LLC
MACUVISION	United States of America	Registered	75506343	2270672	05 Int.	22-Jun-1998	17-Aug-1999	NATURESMART, LLC
MULTILOGICS	United States of America	Registered	75468138	2236819	05 Int.	15-Apr-1998	06-Apr-1999	NATURESMART, LLC
MUSCLEASE	United States of America	Registered	75345712	2189414	05 Int.	25-Aug-1997	15-Sep-1998	NATURESMART, LLC

NEURO-FORCE	United States of America	Registered	74521677	1884573	05 Int.	09-May-1994	21-Mar-1995	NATURESMART, LLC
NIACIN + & Design	United States of America	Registered	75696365	2335796	05 Int.	03-May-1999	28-Mar-2000	NATURESMART, LLC
PHYSIOLOGICS	United States of America	Registered	74506482	1898523	05 Int.	29-Mar-1994	13-Jun-1995	NATURESMART, LLC
PTE SUPPORT	United States of America	Registered	75511906	2281223	05 Int.	01-Jul-1998	28-Sep-1999	NATURESMART, LLC
VITACARDIA	United States of America	Registered	74506469	1930797	05 Int.	29-Mar-1994	31-Oct-1995	NATURESMART, LLC
ZINC PLEX	United States of America	Registered	74335175	1785180	05 Int.	27-Nov-1992	03-Aug-1993	NATURESMART, LLC
ZYGEST	United States of America	Registered	74506487	1897280	05 Int.	29-Mar-1994	06-Jun-1995	NATURESMART, LLC