

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444381

|  |  |                       |  |
|--|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>  | NEW ASSIGNMENT   |                       |  |
| <b>NATURE OF CONVEYANCE:</b>   | Release of Security Interest In Trademarks Previously Recorded at Reel/Frame (2357/0440) |                       |  |
| <b>CONVEYING PARTY DATA</b>  |  |                       |  |
| <b>Name</b>  | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>                             |
| JPMorgan Chase Bank, N.A.<br>(legal successor to The Chase Manhattan Bank) |  | 09/25/2017            | National Banking Association:<br>UNITED STATES |
| <b>RECEIVING PARTY DATA</b>  |  |                       |  |
| <b>Name:</b>   | NATURESMART, LLC   |                       |  |
| <b>Street Address:</b>   | 2100 Smithtown Ave.  |                       |  |
| <b>City:</b>   | Ronkonkoma   |                       |  |
| <b>State/Country:</b>  | NEW YORK   |                       |  |
| <b>Postal Code:</b>  | 11779  |                       |  |
| <b>Entity Type:</b>  | Limited Liability Company: COLORADO  |                       |  |
| <b>PROPERTY NUMBERS Total: 29</b>  |  |                       |  |
| <b>Property Type</b>   | <b>Number</b>  | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>  | 1786447  | BIOFLORA              |  |
| <b>Registration Number:</b>  | 1888190  | CALSORB               |  |
| <b>Registration Number:</b>  | 1885791  | CANDISTATIN           |  |
| <b>Registration Number:</b>  | 2189405  | CARDIO Q10            |  |
| <b>Registration Number:</b>  | 1895854  | CARDIOSMART           |  |
| <b>Registration Number:</b>  | 2288944  | CARTILAGE COMPANION   |  |
| <b>Registration Number:</b>  | 2264818  | COLOKLYSIS            |  |
| <b>Registration Number:</b>  | 2264817  | COLOKLYSIS DAILY      |  |
| <b>Registration Number:</b>  | 2504922  | COMPLETE CLEANSE      |  |
| <b>Registration Number:</b>  | 2200775  | DAILY ESSENTIALS      |  |
| <b>Registration Number:</b>  | 1888189  | DETOXINAL             |  |
| <b>Registration Number:</b>  | 2235916  | DIABEST               |  |
| <b>Registration Number:</b>  | 2236808  | DIABEST 2             |  |
| <b>Registration Number:</b>  | 1768405  | ESSENTIAL E           |  |
| <b>Registration Number:</b>  | 2437660  | HEALTHY EYES          |  |
| <b>Registration Number:</b>  | 2264816  | IRON PLEX             |  |
| <b>Registration Number:</b>  | 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**

| <b>Trademark Name</b> | <b>Country Name</b>      | <b>Trademark Status</b> | <b>App Number</b> | <b>Reg Number</b> | <b>Class</b> | <b>FilDate</b> | <b>RegDate</b> | <b>Owner</b>     |
|-----------------------|--------------------------|-------------------------|-------------------|-------------------|--------------|----------------|----------------|------------------|
| 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 |