

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447580

<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>
LINDORA, LLC		10/10/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MARSHALL B. STAMPER M.D.		
<b>Street Address:</b>	26872 Primavera Dr.		
<b>City:</b>	Mission Viejo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92691		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1868744	LEAN FOR LIFE!	
<b>Registration Number:</b>	1942103	MITOCHONDRIAC	
<b>Registration Number:</b>	2295704	LINDORA MEDICAL CLINICS	
<b>Registration Number:</b>	2484443	LINDORA	
<b>Registration Number:</b>	2456837	AT HOME BUT NOT ALONE	
<b>Registration Number:</b>	2513566	FAT BURNING INDICATORS	
<b>Registration Number:</b>	3228958	LEAN FOR LIFE	
<b>Registration Number:</b>	3105308	METABOLIC FITNESS QUOTIENT	
<b>Registration Number:</b>	3570327	LINDORA HEALTH CLINIC	
<b>Registration Number:</b>	4495056	LINDORA TLC	
<b>Registration Number:</b>	2901834	WEIGHTRAC	
<b>Registration Number:</b>	3203557	LINDORA BY PHONE	
<b>Registration Number:</b>	4302142	STAY-WEIGHT	
<b>Serial Number:</b>	87352998	LEAN FOR LIFE BY LINDORA CLINIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

CH \$365.00 1868744

**Email:** prosecutiondocketing@paulhastings.com  
**Correspondent Name:** Paul Hastings LLP  
**Address Line 1:** 4747 Executive Dr.  
**Address Line 2:** 12th Floor  
**Address Line 4:** San Diego, CALIFORNIA 92121

**ATTORNEY DOCKET NUMBER:** 78631.00004

**NAME OF SUBMITTER:** Laura C. Yip

**SIGNATURE:** /Laura C. Yip/

**DATE SIGNED:** 10/17/2017

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 10, 2017, is entered into by LINDORA, LLC, a Delaware limited liability company (the "Grantor"), and MARSHALL B. STAMPER, M.D. (the "Lender").

Capitalized terms not otherwise defined herein have the meanings set forth in that certain Security Agreement dated as of the date hereof between the Grantor and the Lender (as such agreement may be amended, restated, modified, supplemented or modified from time to time, the "Security Agreement").

WHEREAS, the Grantor is required to grant a security interest to the Lender in all of the Grantor's assets, including intellectual property, whether registered or unregistered, now owned or hereafter acquired, and wherever located, including the trademarks, registrations and applications listed on Schedule 1 hereto (collectively, the "Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Lender hereby agree as follows:

### **Section 1. Grant of Security Interest.**

(a) To secure the payment and performance of the Obligations, the Grantor hereby grants to the Lender a continuing security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all the Trademarks, together with all applications, registrations and renewals thereof and all goodwill associated with or symbolized by any of the foregoing, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement.

**Section 2. Modification of Agreement.** This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Lender may modify or supplement this Agreement by amending or supplementing Schedule 1 hereto to include reference to any right, title or interest in any trademarks currently owned by the Grantor not otherwise set forth on Schedule 1 and/or any trademarks acquired or developed by the Grantor after the execution hereof.

**Section 3. Governing Law.** THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA. EACH OF THE GRANTOR AND THE LENDER, BY ACCEPTANCE HEREOF, AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR TORT OR OTHERWISE IN ANY WAY RELATING TO THIS AGREEMENT, IN ANY FORUM OTHER THAN STATE OR FEDERAL COURTS SITTING IN ORANGE COUNTY, CALIFORNIA. In

the event that any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of this Agreement.

**Section 4. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Lender and the Grantor and their respective successors and permitted assigns. The Grantor shall not, without the prior written consent of the Lender given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

**Section 5. Counterparts.** This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

LINDORA, LLC

By: 

Daniel J. Lubéck  
Co-Chairman

**LENDER:**

  
MARSHALL B. STAMPER, M.D.

[Signature Page]

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**TRADEMARK**  
**REEL: 006184 FRAME: 0233**

SCHEDULE 1

TRADEMARKS

LINDORA REGISTERED IP SEARCHES

U.S. TRADEMARKS

SERIAL NO.	REG. NO.	MARK	STATUS	OWNER	CHAIN OF TITLE	SECURITY INTERESTS
74459246	1868744	LEAN FOR LIFE!	LIVE	LINDORA, LLC	CLEAR	NONE
74509968	1942103	MITOCHONDRIAC	LIVE	LINDORA, LLC	CLEAR	NONE
75542416	2295704	LINDORA MEDICAL CLINICS	LIVE	LINDORA, LLC	CLEAR	NONE
75819990	2484443	LINDORA	LIVE	LINDORA, LLC	CLEAR	NONE
75821442	2456837	AT HOME BUT NOT ALONE	LIVE	LINDORA, LLC	CLEAR	NONE
76009635	2513566	FAT BURNING INDICATORS	LIVE	LINDORA, LLC	CLEAR	NONE
76478967	3228958	LEAN FOR LIFE	LIVE	LINDORA, LLC	CLEAR	NONE
76551664	3105308	METABOLIC FITNESS QUOTIENT	LIVE	LINDORA, LLC	CLEAR	NONE
77018771	3570327	LINDORA HEALTH CLINIC	LIVE	LINDORA, LLC	CLEAR	NONE
77877777	4495056	LINDORA TLC	LIVE	LINDORA, LLC	CLEAR	NONE
78328856	2901834	WEIGHTRAC	LIVE	LINDORA, LLC	CLEAR	NONE
78681019	3203557	LINDORA BY PHONE	LIVE	LINDORA, LLC	CLEAR	NONE
85381678	4302142	STAY-WEIGHT	LIVE	LINDORA, LLC	CLEAR	NONE
87352998		LEAN FOR LIFE BY LINDORA CLINIC	LIVE	LINDORA, LLC	CLEAR	NONE