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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM454586

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Administrative Agent		10/30/2017	Corporation:

#### **RECEIVING PARTY DATA**

Name:	International Vitamin Corporation	
Street Address:	11010 Hopkins Street	
City:	Mira Loma	
State/Country:	CALIFORNIA	
Postal Code:	91752	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	5055830	FIELDS OF NATURE
Registration Number:	5065452	OCUSIGHT
Registration Number:	5107870	POSTURE-D
Serial Number:	86708506	FRUIT FIRST
Serial Number:	86708531	NUTRI-GLIDE
Serial Number:	86708553	TOTALFLEX
Serial Number:	86830818	ESTROHEALTH
Serial Number:	86835494	SOY CARE
Serial Number:	86838140	LIGHTSHIELD
Serial Number:	85082298	BONEMAX

#### **CORRESPONDENCE DATA**

**Fax Number:** 5184521873

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.

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**Phone:** 5184521873

**Email:** accessin@sprynet.com

Correspondent Name: JLEE

Address Line 1: 1773 Western Avenue
Address Line 4: Albany, NEW YORK 12203

TRADEMARK REEL: 006228 FRAME: 0672

900432194

NAME OF SUBMITTER:	Catherine Garrity		
SIGNATURE:	/Catherine Garrity/		
DATE SIGNED:	12/14/2017		
Total Attachments: 4			
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source=14b_Termination of Trademarks (IVC 2016)_Executed#page2.tif			
source=14b_Termination of Trademarks (IVC 2016)_Executed#page3.tif			
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TRADEMARK REEL: 006228 FRAME: 0673

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (IVC)

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Agreement</u>"), dated as of October 30, 2017, is executed by Citibank, N.A., as Administrative Agent ("<u>Secured Party</u>"), in favor of International Vitamin Corporation ("<u>Grantor</u>").

#### **RECITALS**

WHEREAS, in connection with the Notice of Grant of Security Interest in U.S. Trademarks (IVC) (the "<u>Trademark Security Agreement</u>") entered into pursuant to that certain Amended and Restated Loan and Security Agreement dated as of August 5, 2016 (as amended, amended and restated, supplemented or otherwise modified to the date hereof) by and among Grantor and certain of its affiliates, the financial institutions party thereto from time to time as "Lenders" and Secured Party, Grantor mortgaged, pledged and hypothecated to Secured Party, and granted to Secured Party, a security interest in the trademarks and trademark applications set forth on Exhibit A to the Trademark Security Agreement (the "<u>Trademark Collateral</u>");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office (the "USPTO") on August 17, 2016 at Reel 5858 and Frame 0087; and

WHEREAS, Secured Party now wishes to release its liens on, and security interests in, the Trademark Collateral, including, without limitation, the trademarks as set forth on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, Secured Party hereby states as follows:

- 1. <u>Release of Security Interest</u>. Secured Party hereby terminates, releases and discharges all of its mortgage, pledge, hypothecation and security interest in the Trademark Collateral, and reassigns, without representation, recourse or warranty, any and all right, title and interest that it may have in or to the Trademark Collateral to Grantor.
- 2. <u>Recordation</u>. The Grantor or its authorized agent is authorized to record this Agreement with the USPTO.
- 3. <u>Governing Law.</u> This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.
- 4. <u>Further Assurances</u>. Secured Party shall take all further actions, and provide to Grantor and 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) reasonably requested by Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the purpose of this Agreement.

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[SIGNATURE PAGE FOLLOWS]

TRADEMARK REEL: 006228 FRAME: 0675 IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

SECURED PARTY:

CITIBANK, N.A., as Administrative Agent

Name:

Title: Syca

[Termination of Trademark Security Agreement (IVC 2016) - Signature Page]

### SCHEDULE A

## TRADEMARK COLLATERAL

<u>Trademark</u>	Country	Registration	Trademark Serial
		<u>Number</u>	<u>Number</u>
FIELDS OF NATURE	US	5055830	86/708,515
FRUIT FIRST	US	N/A	86/708,506
NUTRI-GLIDE	US	N/A	86/708,531
OCUSIGHT	US	5065452	86/708,543
TOTALFLEX	US	N/A	86/708,553
ESTROHEALTH	US	N/A	86/830,818
POSTURE-D	US	5107870	86/835,535
SOY CARE	US	N/A	86/835,494
LIGHTSHIELD	US	N/A	86/838,140
BONEMAX	US	N/A	85/082,298

**RECORDED: 12/14/2017** 

TRADEMARK
REEL: 006228 FRAME: 0677