

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL NUTRITION INVESTMENT COMPANY		02/28/2018	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	10 S. DEARBORN ST., 7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 91			
Property Type	Number	Word Mark	
Registration Number:	5397643	MYGNC PRO ACCESS	
Serial Number:	87589989	BODYDYNAMIX	
Registration Number:	5341905	CHEMISTRY LABS	
Registration Number:	5257816	GNC SMOOTHIE SHOP	
Registration Number:	5186637	NUTRA MANUFACTURING	
Registration Number:	5262027	MYGNC REWARDS	
Registration Number:	5214780	JUST ASK. WE MAKE IT SIMPLE.	
Registration Number:	5162631	FAST STIX	
Registration Number:	5008203	TOTAL LEAN	
Registration Number:	4879307	BE-BEAUTIFUL	
Registration Number:	4863300	GNC	
Registration Number:	4618857	EVERYTHING YOU NEED FOR EVERYTHING YOU C	
Registration Number:	4626298	BEAT AVERAGE	
Registration Number:	4772720	GNC	
Registration Number:	1115935	SOLOTRON	
Registration Number:	4065938	GNC GENERAL NUTRITION CENTERS	
Registration Number:	3989543	WOMEN'S ULTRA MEGA	
Registration Number:	3946340	BEYOND RAW	
Registration Number:	3975785	PHENOM	
TRADEMARK			

CH \$2290.00 5397643

Property Type	Number	Word Mark
Registration Number:	3438381	WHEYBOLIC EXTREME
Registration Number:	3994702	GNC MEGA
Registration Number:	3941916	GNC PETS
Registration Number:	3938984	ULTRA MEGA
Registration Number:	3831894	PREVENTIVE NUTRITION
Registration Number:	3793104	GNC.COM
Registration Number:	3776232	RAPIDDRIVE
Registration Number:	3740023	ULTRA MEGA
Registration Number:	3700075	TURBOPAK
Registration Number:	3670933	GNC WELLBEING
Registration Number:	3572507	PRO PERFORMANCE
Registration Number:	4042407	GNC WELLBEING
Registration Number:	3429065	GNC
Registration Number:	2681837	PEANUT BUTTER SURPRISE
Registration Number:	2705359	CARRIBEAN BLAST
Registration Number:	2712052	POPULAR VOTE
Registration Number:	2705358	HEAR ME ROAR
Registration Number:	2698613	CHERRY BABY
Registration Number:	2712051	ISLAND BERRIES
Registration Number:	2705356	MACA ROCKET
Registration Number:	2681836	LOVERS LANE
Registration Number:	2602667	CREADRIVE
Registration Number:	2343577	ULTRA SAW PALMETTO FORMULA
Registration Number:	3438650	GNC LIVE WELL
Registration Number:	2404827	MACA MAN
Registration Number:	2387143	VITAPAK
Registration Number:	2325950	ULTRA ZINC LOZENGE
Registration Number:	2352700	MEGA TEEN
Registration Number:	2373752	MULTIBITE
Registration Number:	2336770	MEMORALL
Registration Number:	2402540	GINSA GOLD
Registration Number:	2004480	HERBAL PLUS
Registration Number:	2550313	CALCIMATE
Registration Number:	2180647	GNC
Registration Number:	2163971	MEGA MEN
Registration Number:	2208203	ULTRA E
Registration Number:	2153738	ULTRA CHROMIUM PICOLINATE
Registration Number:	2153736	MULTI-MEGA MINERALS

Property Type	Number	Word Mark
Registration Number:	2166615	CREATINE PLUS
Registration Number:	2181487	IRONCHEL
Registration Number:	2150578	CALCIUM PLUS
Registration Number:	2090712	CELL PROTECTOR
Registration Number:	2187956	GNC LIVE WELL
Registration Number:	2034414	BIO-REMEDY
Registration Number:	2184394	NATURE'S FINGERPRINT
Registration Number:	1786007	GNC GENERAL NUTRITION CENTERS
Registration Number:	1264669	NOURISHAIR
Registration Number:	1432670	CALCIUM COMPLETE
Registration Number:	4633940	GNC PUREEDGE
Registration Number:	4633681	RE-TEST
Registration Number:	4736040	LOSING NEVER FELT THIS GOOD
Registration Number:	4973347	GNC LIVE WELL
Registration Number:	4561343	GNC ACCELERATOR
Registration Number:	4328461	BIG 50
Registration Number:	4552504	OT2 OPTIMAL TIMING TECHNOLOGY
Registration Number:	4381128	GNC MILESTONES
Registration Number:	4310590	RESPECT YOURSELF
Registration Number:	4385142	RESPECT YOURSELF. GNC LIVE WELL
Registration Number:	4318485	OMEGA-TASTIC
Registration Number:	4203689	GNC GENETIXHD
Registration Number:	4298864	GNC LIVE WELL
Registration Number:	4211288	GNC PETS
Registration Number:	4136896	CAT FRESH
Registration Number:	4318457	COAT-TASTIC
Registration Number:	4393160	MULTI-TASTIC
Registration Number:	4321926	HIP-TASTIC
Registration Number:	1124836	BIG 50
Registration Number:	1124835	BIG 100
Registration Number:	2541579	VIGORPLEX
Registration Number:	2518097	PHARMASSURE
Registration Number:	4388802	MARKED
Registration Number:	4339525	MARKED

CORRESPONDENCE DATA

Fax Number: 2124552502

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.

TRADEMARK

REEL: 006291 FRAME: 0474

Phone: (212) 455-3222
Email: ksolomon@stblaw.com
Correspondent Name: ALEXANDER RAYTMAN, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1570

NAME OF SUBMITTER: ALEXANDER RAYTMAN

SIGNATURE: /AR/

DATE SIGNED: 03/14/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by General Nutrition Investment Company, an Arizona corporation (the “**Grantor**”) in favor of JPMorgan Chase Bank, N.A., as collateral agent (together with its successors in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, GNC Corporation, a Delaware corporation, General Nutrition Centers, Inc., a Delaware corporation (the “**ABL Administrative Borrower**”), and the subsidiaries of the ABL Administrative Borrower from time to time party thereto as co-borrowers (together with the ABL Administrative Borrower, the “**Borrowers**”), have entered into an ABL Credit Agreement, dated as of February 28, 2018 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “**Credit Agreement**”), with the banks and other financial institutions and entities from time to time party thereto as lenders (the “**Lenders**”), JPMorgan Chase Bank, N.A., as administrative agent (together with its successors in such capacity, the “**Administrative Agent**”) and the Collateral Agent, and the other parties thereto.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of February 28, 2018, in favor of the Administrative Agent and the Collateral Agent (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”). Capitalized terms used and not defined herein have the meanings given such terms (including by reference) in the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit (without regard to control of remedies or application of payments) of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including, without limitation, certain of its Trademarks and have agreed as a condition thereof to execute this Trademark Security Agreement with respect to certain of its Intellectual Property in order to record the security interests granted therein with the United States Patent and Trademark Office (or any successor office or other applicable United States Governmental Authorities).

NOW, THEREFORE, in consideration of the above premises, Grantor hereby agrees with the Collateral Agent, for the ratable benefit (without regard to control of remedies or application of payments) of the Secured Parties, as follows:

Grant of Security. Grantor hereby grants to the Collateral Agent, for the ratable benefit (without regard to control of remedies or application of payments) of the Secured Parties, a security interest in all of Grantor’s right, title and interest in and to the

following (the “**Trademark Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations:

(a) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule 1, and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “**Trademarks**”); and

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements of any of the Collateral described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the Collateral described in (a) above.

Excluded Asset. Notwithstanding anything to the contrary in this Trademark Security Agreement, none of the Excluded Assets (as defined in the Credit Agreement) shall constitute Trademark Collateral.

Recordation. Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

IN WITNESS WHEREOF, the party hereto has caused this Agreement to be duly executed and delivered by its proper and duly authorized officer as of the day and year first above written.

GENERAL NUTRITION INVESTMENT
COMPANY, as Grantor

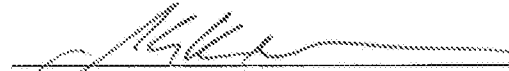
By: 
Name: Amy N. Davis
Title: Treasurer

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 006291 FRAME: 0478

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

By:



Name: James A. Knight

Title: Credit Risk Director

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 006291 FRAME: 0479

Schedule 1

Trademarks and Trademark Applications

REGISTERED OWNER	JURISDICTION	APP. NO// REG. NO.	TITLE
General Nutrition Investment Company	U.S.	5397643	MYGNC PRO ACCESS
General Nutrition Investment Company	U.S.	87/589989	BODY DYNAMIX
General Nutrition Investment Company	U.S.	5341905	CHEMISTRY LABS
General Nutrition Investment Company	U.S.	5257816	GNC SMOOTHIE SHOP
General Nutrition Investment Company	U.S.	5186637	NUTRA MANUFACTURING
General Nutrition Investment Company	U.S.	5262027	MYGNC REWARDS
General Nutrition Investment Company	U.S.	5214780	JUST ASK. WE MAKE IT SIMPLE.
General Nutrition Investment Company	U.S.	5162631	FAST STIX
General Nutrition Investment Company	U.S.	5008203	TOTAL LEAN
General Nutrition Investment Company	U.S.	4879307	BE-BEAUTIFUL
General Nutrition Investment Company	U.S.	4863300	GNC
General Nutrition Investment Company	U.S.	4618857	EVERYTHING YOU NEED FOR EVERYTHING YOU CAN BE
General Nutrition Investment Company	U.S.	4626298	BEAT AVERAGE
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General Nutrition Investment Company	U.S.	4393160	MULTI-TASTIC
General Nutrition Investment Company	U.S.	4321926	HIP-TASTIC
General Nutrition Investment Company	U.S.	1124836	BIG 50 & design
General Nutrition Investment Company	U.S.	1124835	BIG 100 & design
General Nutrition Investment Company and Rite Aid Corporation	U.S.	2541579	VIGORPLEX
General Nutrition Investment Company and Rite Aid Corporation	U.S.	2518097	PHARMASSURE
General Nutrition Investment Company and Music For The People, Inc.	U.S.	4388802	MARKED
General Nutrition Investment Company and Music For The People, Inc.	U.S.	4339525	MARKED