

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465663

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:	GLAS TRUST COMPANY LLC, AS COLLATERAL AGENT		
Street Address:	230 PARK AVENUE, 10TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10169		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 14			
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	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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 5397643

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: 5

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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 GLAS TRUST COMPANY LLC, 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, and General Nutrition Centers, Inc., a Delaware corporation (the “**Borrower**”), have entered into an Amended and Restated Term Loan 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**”), 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 Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Amended and Restated 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 Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 006291 FRAME: 0963

GLAS TRUST COMPANY LLC, as
Collateral Agent

By:

A handwritten signature in black ink, appearing to read 'Martin Reed', written over a horizontal line.

Name: Martin Reed
Title: Vice President

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 006291 FRAME: 0964

Schedule 1

Trademarks and Trademark Applications

REGISTERED OWNER	JURISDICTION	APP. NO// REG. NO.	DTITLE
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
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