

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469062

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Complete Nutrition IP, LLC		04/09/2018	Limited Liability Company: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC , as administrative agent		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87845164	COMPLETE ELITE	
CORRESPONDENCE DATA			
Fax Number:	6082584258		
<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>			
Phone:	608 258-4204		
Email:	ipdocketing@foley.com, jrodriguez@foley.com		
Correspondent Name:	Tricia L. Schulz - Foley & Lardner LLP		
Address Line 1:	150 EAST GILMAN STREET		
Address Line 2:	SUITE 5000		
Address Line 4:	MADISON, WISCONSIN 53703		
ATTORNEY DOCKET NUMBER:	118084-0106		
NAME OF SUBMITTER:	Tricia L. Schulz		
SIGNATURE:	/tschulz/		
DATE SIGNED:	04/09/2018		
Total Attachments: 3			
source=Trademark Security Interest Agreement#page1.tif			
source=Trademark Security Interest Agreement#page2.tif			

OP \$40.00 87845164

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 9, 2018 (as amended, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”), is made by the signatory hereto (the “**Grantor**”) in favor of Monroe Capital Management Advisors, LLC, a Delaware Limited Liability Company, as Administrative Agent for itself, all the Lenders party to the Credit Agreement (as hereinafter identified) and certain affiliates of Lender (the “**Secured Party**”).

RECITALS

A. Grantor and the Secured Party (along with additional parties) have entered into a Credit Agreement dated December 16, 2015 and corresponding Guaranty and Collateral Agreement (as amended, supplemented, replaced or otherwise modified from time to time, collectively, the “Credit and Collateral Agreements”). Capitalized terms used and not defined herein have the meanings given such terms in the Credit and Collateral Agreements;

B. Under the terms of the Guaranty and Collateral Agreement, the Grantor has granted to the Secured Party a security interest in certain property, including, certain intellectual property of the Grantor, and has agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and any other applicable governmental authorities.

AGREEMENT

1. **GRANT OF SECURITY.** The Grantor hereby pledges, grants, transfers and assigns to the Secured Party, to secure payment of the Secured Obligations, a security interest in the name and mark COMPLETE ELITE and all past, present and future trademarks, service marks, designs, and logos with respect thereto, the goodwill of the business relating thereto, all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon, including without limitation the application identified in Schedule 1, all license agreements related to any of the foregoing and income therefrom, the right to sue for all past, present and future infringements of any of the foregoing and all common law and other rights in and to all of the foregoing.

2. **RECORDATION.** Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

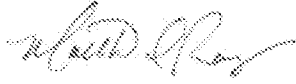
3. **CONFLICT PROVISION.** This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guaranty and Collateral Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit and Collateral Agreements, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Credit and Collateral Agreements, the provisions of the Credit and Collateral Agreements shall govern.

4. **FURTHER ASSURANCES.** Grantor will cooperate with Secured Party, including performance of any actions, and the execution and delivery of any additional documents necessary or appropriate to give effect to the intent and terms of this Intellectual Property Security Agreement.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the day and year first above written.

COMPLETE NUTRITION IP, LLC



By: Matthew D. Ray
Chief Restructuring Officer

SCHEDULE 1

OWNER	MARK	FILED DATE	SER. NO.	REG. DATE	REG. NO.	STATUS
Complete Nutrition IP, LLC	COMPLETE ELITE	March 22, 2018	87/845164			Pending