

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Release of Security Interests in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Key Principal Partners IIIA LLC		06/12/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Isagenix Worldwide LLC		
Street Address:	2225 South Price Road		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85286		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4404871	PRODUCT B	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	6175232700		
Email:	susan.dinicola@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	06/14/2018		
Total Attachments: 10			
source=Isagenix_Key Release_ 4793-0557#page1.tif			
source=Isagenix_Key Release_ 4793-0557#page2.tif			
source=Isagenix_Key Release_ 4793-0557#page3.tif			
source=Isagenix_Key Release_ 4793-0557#page4.tif			
source=Isagenix_Key Release_ 4793-0557#page5.tif			

OP \$40.00 4404871

source=Isagenix_Key Release_ 4793-0557#page6.tif
source=Isagenix_Key Release_ 4793-0557#page7.tif
source=Isagenix_Key Release_ 4793-0557#page8.tif
source=Isagenix_Key Release_ 4793-0557#page9.tif
source=Isagenix_Key Release_ 4793-0557#page10.tif

NOTICE OF RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

This Notice of Release of Security Interests in Intellectual Property is made as of the 12th day of June, 2018 (this "Notice"), by **Isagenix Worldwide LLC**, a Delaware limited liability company (the "Company"), in favor of the Company and its Affiliates identified in Schedule A (collectively, "Grantors"), as authorized by **Key Principal Partners IIIA LLC**, as Collateral Agent, a Delaware Limited Liability Company (the "Collateral Agent") as described herein.

WHEREAS, a Trademark Security Agreement, dated June 1, 2012, made by the Grantors in favor of the Collateral Agent was recorded on June 1, 2012 by the Trademark Assignment Division of the U.S. Patent and Trademark Office, at Reel/Frame 4793/0557 (the "Security Agreement").

WHEREAS, the Grantors have made payment to satisfy the obligations owed to the Collateral Agent by the Grantors under the above recorded Security Agreement as evidenced by that certain Payoff Letter, dated as of March 7, 2014, by and among Collateral Agent, Cyprium Investors III LP, Cyprium International Investors III LP and the Grantors a copy of which is attached hereto as Exhibit A (the "Payoff Letter").

WHEREAS, pursuant to the terms of the Payoff Letter, the Grantors are authorized by the Collateral Agent "to file all UCC termination statements, intellectual property filings, mortgage releases, terminations of deposit account control agreements, in each case as applicable, and any other termination statements or other filings required to evidence the release of such liens and security interests" (the "Authorization").

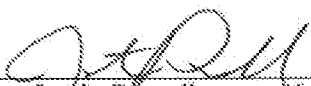
NOW THEREFORE, the Company files this Notice to evidence the termination, release and discharge of all of the Collateral Agent's security interests, liens, pledges, mortgages, and other encumbrances of any kind whatsoever created in Grantors' trademarks listed on Schedule B hereto (the "Intellectual Property") pursuant to the Security Agreement.

If and to the extent that the Collateral Agent has acquired any right, title or interest in or to any of the Grantors' Intellectual Property, it hereby assigns and transfers such rights, title or interest to Grantors, along with any goodwill in the Trademarks that the Collateral Agent may have acquired.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Company has caused this Notice to be signed as of the date first set forth above by a duly authorized representative.

ISAGENIX WORLDWIDE LLC

BY: 
NAME: Justin Powell
TITLE: Chief Legal Officer and General Counsel & Secretary

[Signature Page to Notice of Release of Security Interest in Intellectual Property]

#58097801

TRADEMARK
REEL: 006352 FRAME: 0607

Schedule A

Affiliates:

Isagenix International, LLC

Isagenix Puerto Rico, Inc.

Isagenix International Products Export, Inc.

**Schedule B
Trademarks:**

Owner	Trademark	Country	Application No.	Registration No.
Isagenix Worldwide LLC	Product B	US	85311118	4404871

Exhibit A
Payoff Letter
(see attached)

March 7, 2014

Isagenix Worldwide LLC
Isagenix International, LLC
2225 South Price Road
Chandler, Arizona 85286
Attention: Darren Fujii

Re: Payoff Letter

Ladies and Gentlemen:

Reference is made to the Senior Subordinated Note Purchase Agreement, dated as of October 1, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among Isagenix Worldwide LLC, a Delaware limited liability company ("Worldwide"), Isagenix International, LLC, an Arizona limited liability company ("International"), and together with Worldwide, each a "Borrower", and collectively, the "Borrowers"), and the purchasers set forth on the signature page thereto (the "Purchasers"). Capitalized terms used herein and not otherwise defined herein will have the meanings given to them in the Note Purchase Agreement.

The Purchasers understand that the Borrowers and the other Companies intend to pay in full, all of the indebtedness, liabilities and other obligations (except for contingent obligations for which no claim has been made and such other obligations which by the terms of the Transaction Documents survive the termination of the Note Purchase Agreement and the other Transaction Documents as provided therein) of the Borrowers and the other Companies owed to the Purchasers under the Debt Documents (as hereinafter defined) (collectively, the "Obligations"). As used herein, "Debt Documents" shall mean the Note Purchase Agreement, the Notes, and each Guaranty.

Upon the Purchasers' receipt of (a) wire transfers of immediately available funds in the aggregate amount set forth on Schedule I attached hereto (subject to adjustment as provided in Schedule I, the "Payoff Amount", plus the Per Diem Amount, as defined below, for each day from (and including) March 11, 2014 (the "Payoff Date") in the event that such amount is not received by the Purchasers by 2:00 p.m., Cleveland, Ohio time, on the Payoff Date) to the accounts set forth on Schedule I, and (b) a copy of this payoff letter executed by the Borrowers and each other Company (such items described in clauses (a) and (b) above (the "Payoff Items"): (i) the Note Purchase Agreement and the other Debt Documents shall terminate, without any further action on the part of the Purchasers or any Company and all Obligations (except any provisions and obligations that by the terms of the Debt Documents expressly survive the termination of the Note Purchase Agreement and the other Debt Documents as provided therein, in each case, together with all relevant definitions and ancillary provisions) shall be paid in full, (ii) all commitments and other obligations of the Purchasers to the Borrowers and the other Companies under the Debt Documents shall automatically terminate, (iii) all of the liens on, and security interests in, all real and/or personal property provided by the Company or any of its Subsidiaries (such real and/or personal property referred to herein as "Collateral") in connection with the Note Purchase Agreement and any other Debt Document, shall be and hereby are released and terminated, and the Borrowers and the other Companies are authorized by each Purchaser to file all UCC termination statements, intellectual property filings, mortgage releases, terminations of deposit account control agreements, in each case as applicable, and any other termination statements or other filings required to evidence the release of such liens and

security interests, and (iv) the Purchasers will deliver to the Borrowers and the other Companies any Collateral that is in the possession of the Purchasers, and will take such other actions as the Company may from time to time reasonably request in writing, at the Borrowers' sole cost and expense, in order to fully effectuate the release of the Collateral hereunder.

In addition to the Payoff Amount, for each day after the Payoff Date, the Payoff Amount shall be increased by an amount equal to \$1,850.00 (the "Per Diem Amount") for each day (including days of each weekend) from the Payoff Date until the Obligations are paid in full in cash. The Purchasers reserve the right to revise and notify you of any change in the Payoff Amount or the Per Diem Amount due to unforeseen circumstances, calculation errors, and amounts payable by you which are not included in the Payoff Amount or the Per Diem Amount or otherwise.

Each Borrower and each other Company, hereby (a) acknowledges and agrees that (i) it has no claim or cause of action against any of the Purchasers (or any of their directors, officers, employees, agents, attorneys or affiliates) arising on or prior to the date hereof under the Note Purchase Agreement or any of the other Transaction Documents and (ii) each of the Purchasers have heretofore properly performed and satisfied in a timely manner all of their obligations under the Note Purchase Agreement and the other Transaction Documents, (b) unconditionally releases, waives and forever discharges (x) any and all liabilities, obligations, duties, promises or indebtedness of any kind of any of the Purchasers to it and (y) all claims, offsets, causes of action, suits or defenses of any kind whatsoever (if any), whether known or unknown, which it might otherwise have against any of the Purchasers or any of their directors, officers, employees, agents or affiliates, in the case of (x) and (y) above, on account of any condition, act, omission, event, contract, liability, obligation, indebtedness, claim, cause of action, defense, circumstance or matter of any kind whatsoever which existed, arose or occurred at any time prior to the date hereof relating to the Note Purchase Agreement and the other Transaction Documents, and (c) reaffirms the indemnity obligations of each of the Borrowers and each of the other Companies in the Transaction Documents to which it is a party; *provided, however*, that such indemnity obligations by their own terms survive the termination of the Note Purchase Agreement and the other Transaction Documents to the extent provided therein.

Notwithstanding anything in this payoff letter to the contrary, all Obligations shall be reinstated with full force and effect if at any time on or after the date hereof all or any portion of the Payoff Amount is avoided, set aside or rescinded or must otherwise be restored, repaid or returned by any Purchaser upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrowers or any other Company, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrowers or any other Company or any substantial part of its property or assets, or otherwise, all as though such payment had not been made.

The Borrowers and the other Companies absolutely, unconditionally and irrevocably agree to reimburse and pay, jointly and severally, to the Purchasers, promptly upon demand, (i) any amount that the Purchasers have credited to the Companies in the computation of the Obligations that the Purchasers determine belongs to others, and (ii) all of the fees, costs and expenses incurred by the Purchasers (including, without limitation, the fees, costs and expenses of counsel to the Purchasers) in connection with the preparation, execution, delivery and performance of this payoff letter and the documents and instruments referred to herein.

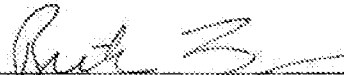
This payoff letter shall become null and void if for any reason the Payoff Items have not been received on or prior to March 11, 2014.

[Remainder of page intentionally left blank.]

This letter may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. This payoff letter shall be governed by and construed in accordance with the laws of the State of New York.

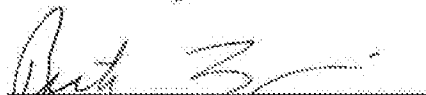
Very truly yours,

KEY PRINCIPAL PARTNERS IIIA LLC

By: 
Name: *Beth Laschinger*
Title: *Authorized Signer*

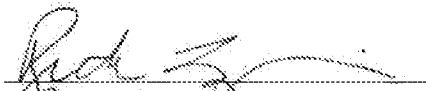
CYPRIMUM INVESTORS III LP

By: CYPRIMUM III MANAGEMENT LLC,
Its General Partner
By: CYPRIMUM INVESTMENT PARTNERS
LLC, Its Manager

By: 
Name: *Beth Laschinger*
Title: *Principal*

**CYPRIMUM INTERNATIONAL INVESTORS
III LP**

By: CYPRIMUM III MANAGEMENT LLC,
Its General Partner
By: CYPRIMUM INVESTMENT PARTNERS
LLC, Its Manager

By: 
Name: *Beth Laschinger*
Title: *Principal*

The undersigned acknowledges, agrees to, and accepts the terms of the foregoing letter as of the date hereof:

ISAGENIX WORLDWIDE LLC
ISAGENIX INTERNATIONAL, LLC
ISAGENIX PUERTO RICO, INC.
ISAGENIX INTERNATIONAL PRODUCTS EXPORT INC.

By: 
Name: DARZEN FUSH
Title: SVP & CFO

SCHEDULE I

Purchaser:	Key Principal Partners IIIA LLC
Amount:	\$3,394,750.01
Per Diem Amount:	\$925.00
Receiving Bank:	Key Bank National Association
City, State:	Cleveland, OH
ABA #:	[REDACTED]
Account #:	[REDACTED]
Reference:	Isagenix Payoff

Purchaser:	Cyprium Investors III LP
Amount:	\$2,247,324.49
Per Diem Amount:	\$612.35
Receiving Bank:	Key Bank National Association
City, State:	Cleveland, OH
ABA #:	[REDACTED]
Account #:	[REDACTED]
Reference:	Isagenix Payoff

Purchaser:	Cyprium International Investors III LP
Amount:	\$1,147,425.50
Per Diem:	\$312.65
Receiving Bank:	Key Bank National Association
City, State:	Cleveland, OH
ABA #:	[REDACTED]
Account #:	[REDACTED]
Reference:	Isagenix Payoff