

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478002

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
Seacoast Capital Partners II, L.P.		06/12/2018	Limited Partnership: DELAWARE
DRD Family Partnership, L.P.		06/12/2018	Limited Partnership: ILLINOIS
CAC, LLC		06/12/2018	Limited Liability Company: ILLINOIS
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: 5			
Property Type	Number	Word Mark	
Registration Number:	2198293	ISAGENIX	
Registration Number:	2926600	SLIMCAKES	
Registration Number:	2870178	ISAPRO	
Registration Number:	3109846	ISAMUNE	
Registration Number:	3039625	IONIX	
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:	617-523-2700		
Email:	susan.dinicola@hklaw.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/		

OP \$140.00 2198293

DATE SIGNED:

06/14/2018

Total Attachments: 28

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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 **Seacoast Capital Partners II, L.P.**, a Delaware limited partnership ("Seacoast"), **DRD Family Partnership, LP**, an Illinois limited partnership ("DRD"), and **CAC, LLC**, an Illinois limited liability company ("CAC"), and together with Seacoast and DRD, each individually, a "Purchaser" and collectively, the "Purchasers").

WHEREAS, an Amended and Restated Security Agreement, dated August 29, 2005, made by the Grantors in favor of the Purchasers was recorded on October 17, 2005 by the Trademark Assignment Division of the U.S. Patent and Trademark Office, at Reel/Frame 3175/0926 (the "Security Agreement").

WHEREAS, the Grantors have made payment to satisfy the obligations owed to each Purchaser by the Grantors under the above recorded Security Agreement as evidenced by (i) that certain Payoff Letter, dated as of September 30, 2010, by and among Seacoast and the Grantors a copy of which is attached hereto as Exhibit A (the "Seacoast Payoff Letter"), (ii) that certain Payoff Letter, dated as of September 30, 2010, by and among DRD and the Grantors a copy of which is attached hereto as Exhibit B (the "DRD Payoff Letter"), (iii) that certain Payoff Letter, dated as of September 30, 2010, by and among CAC and the Grantors a copy of which is attached hereto as Exhibit C (the "CAC Payoff Letter"; the CAC Payoff Letter, the Seacoast Payoff Letter, and the DRD Payoff Letter, each a "Payoff Letter", and collectively, the "Payoff Letters").

WHEREAS, pursuant to the terms of each Payoff Letter, the Grantors are authorized by each Purchaser "to file UCC termination statements and any other applicable documents effecting the releases, discharges and terminations described" in each Payoff Letter (the "Authorization").

NOW THEREFORE, the Company files this Notice to evidence the termination, release and discharge of all of each Purchaser'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 any Purchaser 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 such Purchaser 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

Schedule A

Affiliates:

Isagenix International, LLC
Isadermix, LLC
Isagenix Manufacturing, LLC
Isagenix Puerto Rico, Inc.
Isagenix Canada, Inc.

**Schedule B
Trademarks:**

Owner	Trademark	Country	Registration No.
Isagenix Worldwide LLC	Isagenix	US	2198293
Isagenix Worldwide LLC	Slimcakes	US	2926600
Isagenix Worldwide LLC	Isapro	US	2870178
Isagenix Worldwide LLC	Isamune	US	3109846
Isagenix Worldwide LLC	Ionix	US	3039625

Exhibit A

Seacoast Capital Payoff Letter

(see attached)

Seacoast Capital Partners II, L.P.
c/o Seacoast II Advisors, LLC
55 Ferncroft Road
Denvers, Massachusetts 01923

September 30, 2010

ISAGENIX WORLDWIDE LLC
2225 S. Price Road
Chandler, Arizona 85286

Payoff Letter

Ladies and Gentlemen:

Reference is hereby made to the Note Agreement, dated February 16, 2010 (the "Note Agreement"), and effective as of February 1, 2010, by and among ISAGENIX WORLDWIDE LLC, a Delaware limited liability company ("Worldwide"), ISAGENIX INTERNATIONAL, LLC, an Arizona limited liability company ("International"), ISAGENIX PUERTO RICO, INC., an Arizona corporation ("IsaPR"), ISAGENIX CANADA, ULC, a Nova Scotia unlimited liability company ("IsaCan"), ISAGENIX (ASIA PACIFIC), AUSTRALIA PTY LTD, an Australian proprietary company ("Australia"), ISAGENIX HOLDINGS (ASIA PACIFIC) LIMITED, a Hong Kong private limited company ("Holdings Asia"), ISAGENIX (ASIA PACIFIC) HONG KONG, LIMITED, a Hong Kong limited liability company ("Hong Kong"), and ISAGENIX CHINA HOLDING CO., LIMITED, a Hong Kong limited liability company ("China Holding" and, collectively with Worldwide, International, IsaPR, IsaCan, Australia, Holdings Asia and Hong Kong, the "Company"), SEACOAST CAPITAL PARTNERS II, L.P., a Delaware limited partnership ("Seacoast Capital"), DRD FAMILY PARTNERSHIP, LP, an Illinois limited partnership ("DRD"), CAC, LLC, an Illinois limited liability company ("CAC"), and TOM DAMMEYER, an individual residing in the State of Illinois ("Dammeyer" and, collectively with Seacoast Capital, DRD, CAC and Dammeyer, the "Holders"). All undefined capitalized terms used herein shall have the meanings set forth in the Note Agreement.

Seacoast Capital has been informed that the Company will be making arrangements to pay off all of the liabilities, Obligations and Indebtedness, other than the obligation to pay the "Liquidity Payment" as defined in each of the Contingent Purchase Price Agreements, owing to Seacoast Capital and the other Holders under the Note Agreement, the Notes held by the Holders, and the Security Documents (other than contingent indemnification obligations for which no claim has been presented and other obligations which by their express terms survive such payoff) (such liabilities being referred to herein collectively as the "Designated Obligations" and the Note Agreement, Notes, and the Security Documents being referred to herein collectively as the

"Loan Documents"). The amount necessary to pay all of the Designated Obligations in full (the "Payoff Amount") is agreed to be the dollar amount set forth on the row labeled "Payout + Interest" under the column labeled "Seacoast" on Exhibit A attached hereto for the date on which payment is received by Seacoast Capital by 3:00 p.m. Pacific Time (the "Payoff Date"); provided, however, that if the Payoff Amount is not received by Seacoast Capital on or before 3:00 p.m. Pacific Time on October 1, 2010 in immediately available funds, this letter agreement will automatically terminate.

Notwithstanding anything to the contrary provided herein, it is a condition to the effectiveness of this letter agreement that Patton Boggs LLP be paid \$_____ (the "Legal Fees") by wire transfer in immediately available funds to the following account on the Payoff Date:

Bank: Wachovia Bank
1300 I Street, N.W., 11th Floor
Washington, D.C. 20005
ABA Routing No.: [REDACTED]
Account No.: [REDACTED]
Beneficiary: Patton Boggs LLP
Reference: Seacoast Capital / Isagenix 009091.0164

This letter will confirm that, upon Seacoast Capital's receipt by wire transfer of the Payoff Amount in immediately available funds on the Payoff Date to the following account:

Bank: TD Bank
232 S. Main Street
Middleton, Massachusetts 01949
ABA Routing No.: [REDACTED]
Account Name: Seacoast Capital Partners II, L.P.
Account No.: [REDACTED]
Reference: Isagenix

Seacoast Capital automatically (i) releases and terminates all liens and security interests it has in the Collateral under the Loan Documents and (ii) except as provided below, releases and forever discharges, on behalf of itself and its affiliates, any and all claims now existing, owing or in the future arising against the Company in connection with the Designated Obligations. Seacoast Capital hereby represents that it has no other credit arrangements with, loans outstanding to, guaranties by, or interests or liens against the Company's personal or real property, except the contractual right to receive the Liquidity Payment, if any, as provided in the Agreement Relating to the Determination of Contingent Purchase Price dated February 16, 2010 and effective as of February 1, 2010 between Seacoast Capital and Worldwide (the "Seacoast Contingent Purchase Price Agreement"). The Company automatically releases and forever discharges, on behalf of itself and its affiliates, any and all claims now existing, owing or in the future arising against Seacoast Capital in connection with the Designated Obligations.

The Company and Seacoast Capital acknowledge and agree that, notwithstanding anything to the contrary in this letter, (i) the Seacoast Contingent Purchase Price Agreement will remain in effect following receipt by Seacoast Capital of the Payoff Amount, (ii) the Company shall not be released from its obligation to pay any "Liquidity Payment", as defined in the Seacoast Contingent Purchase Price Agreement, to Seacoast Capital, (iii) Seacoast Capital's right to receive certain proceeds of a "Qualifying Transaction", as defined in the Seacoast Contingent Purchase Price Agreement, including through the Liquidity Payment, is subordinate, in terms of payment priority, to the prior payment in full of the Company's bona fide third party debt for borrowed money, and (iv) the Company shall not be released from contingent indemnification obligations for which no claim has been presented and other obligations which by their express terms survive such payoff.

Seacoast Capital hereby authorizes the Company (including the Company's legal counsel or any other representatives) and/or the Company's new secured lenders, from time to time after receipt of the Payoff Amount on the Payoff Date in immediately available funds in accordance with this letter, to file UCC termination statements and any other applicable documents effecting the releases, discharges and terminations described herein. Seacoast Capital shall promptly deliver (i) to the Company the original Note held by Seacoast Capital, and (ii) to the Company or, at the Company's request, any of its new secured lenders, stock certificates, certificates of title, documents, instruments, chattel paper and other Collateral in the possession of Seacoast Capital or its agents, if any, that were delivered to Seacoast Capital or its agents in order to perfect Seacoast Capital's liens thereon. Seacoast Capital further agrees, from time to time after receipt of the Payoff Amount, at the Company's expense, to execute and deliver to the Company (or its legal counsel or other representative) and/or the Company's new secured lenders such further instruments and documents that are provided to Seacoast Capital and to take such further actions as may be reasonably requested by the Company to fully effect the releases, discharges and terminations described herein.

Seacoast Capital acknowledges that, except as expressly set forth in this letter, upon the payment of the Payoff Amount on the Payoff Date in immediately available funds in accordance with this letter, there are no further outstanding Designated Obligations owing by the Company to Seacoast Capital.

Notwithstanding anything to the contrary provided herein, if, for any reason, any of the Payoff Amount or any other amount applied by Seacoast to payment of the Designated Obligations is voided or rescinded or must otherwise be returned to the Company, the Company acknowledges and agrees that the Designated Obligations and the Loan Documents will automatically be reinstated to that extent.

[Signature Page Follows]

Very truly yours,

SEACOAST CAPITAL:

SEACOAST CAPITAL PARTNERS II, L.P.

By: Seacoast II Advisors, LLC,
its general partner

By: *Jeffrey J. Holland*
Name: Jeffrey J. Holland
Title: Member

**APPROVED AND AGREED TO:
COMPANY:**

ISAGENIX WORLDWIDE LLC

ISAGENIX HOLDINGS (ASIA PACIFIC)
LIMITED

By: _____
Name: Kevin Adams
Title: Chief Operating Officer

By: _____
Name: Kevin Adams
Title: Director

ISAGENIX INTERNATIONAL, LLC

ISAGENIX (ASIA PACIFIC) HONG KONG,
LIMITED

By: _____
Name: Kevin Adams
Title: Chief Operating Officer

By: _____
Name: Kevin Adams
Title: Director

ISAGENIX CANADA, ULC

ISAGENIX CHINA HOLDING CO.,
LIMITED

By: _____
Name: Kevin Adams
Title: Chief Operating Officer

By: _____
Name: James Arthur Coover
Title: Director

ISAGENIX PUERTO RICO, INC.

ISAGENIX (ASIA PACIFIC), AUSTRALIA
PTY LTD

By: _____
Name: Kevin Adams
Title: Chief Operating Officer

By: _____
Name: Kevin Adams
Title: Director

Very truly yours,

SEACOAST CAPITAL:

SEACOAST CAPITAL PARTNERS II, L.P.

By: Seacoast II Advisors, LLC,
its general partner

By: _____

Name: Jeffrey J. Holland

Title: Member

**APPROVED AND AGREED TO:
COMPANY:**

ISAGENIX WORLDWIDE LLC

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX HOLDINGS (ASIA PACIFIC)
LIMITED

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

ISAGENIX INTERNATIONAL, LLC

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX (ASIA PACIFIC) HONG KONG,
LIMITED

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

ISAGENIX CANADA, ULC

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX CHINA HOLDING CO.,
LIMITED

By: James Arthur Coover
Name: James Arthur Coover
Title: Director

ISAGENIX PUERTO RICO, INC.

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

ISAGENIX (ASIA PACIFIC), AUSTRALIA
PTY LTD

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

Exhibit A

[See Attached]

Isagenix International, LLC
 Minority Note Balance & Interest Calculations

09/30/10

	<u>Date</u>	<u>DRD</u> 17.391%	<u>CAC</u> 32.518%	<u>TD</u> 4.003%	<u>Seacoast</u> 46.087%	<u>Total</u> 100.000%
Note Balance for 09/10 Interest Calculation	09/30/10	8,017,406	14,990,952	1,845,535	21,246,107	46,100,000
Interest Calculation						
- Interest Due - 09/27/10		84,183	157,405	19,378	223,084	484,050
- Interest Due - 09/28/10		87,301	163,235	20,096	231,347	501,979
- Interest Due - 09/29/10		90,419	169,065	20,814	239,609	519,907
- Interest Due - 09/30/10		93,536	174,894	21,531	247,871	537,832
- Interest Due - 10/01/10		96,654	180,724	22,249	256,134	555,761
Payout + Interest - 09/27/10	09/27/10	8,101,589	15,148,357	1,864,913	21,469,191	46,584,050
Payout + Interest - 09/28/10	09/28/10	8,104,707	15,154,187	1,865,631	21,477,454	46,601,979
Payout + Interest - 09/29/10	09/29/10	8,107,825	15,160,017	1,866,349	21,485,716	46,619,907
Payout + Interest - 09/30/10	09/30/10	8,110,942	15,165,846	1,867,066	21,493,978	46,637,832
Payout + Interest - 10/01/10	10/01/10	8,114,060	15,171,676	1,867,784	21,502,241	46,655,761

Exhibit B
DRD Payoff Letter

(see attached)

DRD Family Partnership, LP
4350 La Jolla Village Drive, Suite 320
San Diego, California 92122

September 30, 2010

ISAGENIX WORLDWIDE LLC
2225 S. Price Road
Chandler, Arizona 85286

Payoff Letter

Ladies and Gentlemen:

Reference is hereby made to the Note Agreement, dated February 16, 2010 (the "Note Agreement"), and effective as of February 1, 2010, by and among ISAGENIX WORLDWIDE LLC, a Delaware limited liability company ("Worldwide"), ISAGENIX INTERNATIONAL, LLC, an Arizona limited liability company ("International"), ISAGENIX PUERTO RICO, INC., an Arizona corporation ("IsaPR"), ISAGENIX CANADA, ULC, a Nova Scotia unlimited liability company ("IsaCan"), ISAGENIX (ASIA PACIFIC), AUSTRALIA PTY LTD, an Australian proprietary company ("Australia"), ISAGENIX HOLDINGS (ASIA PACIFIC) LIMITED, a Hong Kong private limited company ("Holdings Asia"), ISAGENIX (ASIA PACIFIC) HONG KONG, LIMITED, a Hong Kong limited liability company ("Hong Kong"), and ISAGENIX CHINA HOLDING CO., LIMITED, a Hong Kong limited liability company ("China Holding" and, collectively with Worldwide, International, IsaPR, IsaCan, Australia, Holdings Asia and Hong Kong, the "Company"), SEACOAST CAPITAL PARTNERS II, L.P., a Delaware limited partnership ("Seacoast Capital"), DRD FAMILY PARTNERSHIP, LP, an Illinois limited partnership ("DRD"), CAC, LLC, an Illinois limited liability company ("CAC"), and TOM DAMMEYER, an individual residing in the State of Illinois ("Dammeyer" and, collectively with Seacoast Capital, DRD, CAC and Dammeyer, the "Holders"). All undefined capitalized terms used herein shall have the meanings set forth in the Note Agreement.

DRD has been informed that the Company will be making arrangements to pay off all of the liabilities, Obligations and Indebtedness, other than the obligation to pay the "Liquidity Payment" as defined in each of the Contingent Purchase Price Agreements, owing to DRD and the other Holders under the Note Agreement, the Notes held by the Holders, and the Security Documents (other than contingent indemnification obligations for which no claim has been presented and other obligations which by their express terms survive such payoff) (such liabilities being referred to herein collectively as the "Designated Obligations" and the Note Agreement, Notes, and the Security Documents being referred to herein collectively as the "Loan Documents"). The amount necessary to pay all of the Designated Obligations in full (the "Payoff").

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TRADEMARK
REEL: 006352 FRAME: 0844

Amount") is agreed to be the dollar amount set forth on the row labeled "Payout + Interest" under the column labeled "DRD" on Exhibit A attached hereto for the date on which payment is received by DRD by 3:00 p.m. Pacific Time (the "Payoff Date"); provided, however, that if the Payoff Amount is not received by DRD on or before 3:00 p.m. Pacific Time on October 1, 2010 in immediately available funds, this letter agreement will automatically terminate.

Notwithstanding anything to the contrary provided herein, it is a condition to the effectiveness of this letter agreement that Patton Boggs LLP be paid \$7,395.04 (the "Legal Fees") by wire transfer in immediately available funds to the following account on the Payoff Date:

Bank: Wachovia Bank
1300 I Street, N.W., 11th Floor
Washington, D.C. 20005
ABA Routing No.: [REDACTED]
Account No.: [REDACTED]
Beneficiary: Patton Boggs LLP
Reference: Seacoast Capital / Isagenix 009091.0164

This letter will confirm that, upon DRD's receipt by wire transfer of the Payoff Amount in immediately available funds on the Payoff Date to the following account:

Bank: Citibank
ABA Routing No.: [REDACTED]
Account Name: Morgan Stanley
Account No.: [REDACTED]
For Further Credit to: DRD Family Partnership, LP
Further Credit Account #: [REDACTED]

DRD automatically (i) releases and terminates all liens and security interests it has in the Collateral under the Loan Documents and (ii) except as provided below, releases and forever discharges, on behalf of itself and its affiliates, any and all claims now existing, owing or in the future arising against the Company in connection with the Designated Obligations. DRD hereby represents that it has no other credit arrangements with, loans outstanding to, guaranties by, or interests or liens against the Company's personal or real property, except the contractual right to receive the Liquidity Payment, if any, as provided in the Agreement Relating to the Determination of Contingent Purchase Price dated February 16, 2010 and effective as of February 1, 2010 between DRD and Worldwide (the "DRD Contingent Purchase Price Agreement"). The Company automatically releases and forever discharges, on behalf of itself and its affiliates, any and all claims now existing, owing or in the future arising against DRD in connection with the Designated Obligations.

The Company and DRD acknowledge and agree that, notwithstanding anything to the contrary in this letter, (i) the DRD Contingent Purchase Price Agreement will remain in effect following receipt by DRD of the Payoff Amount, (ii) the Company shall not be released from its obligation to pay any "Liquidity Payment", as defined in the DRD Contingent Purchase Price

Agreement, to DRD, (iii) DRD's right to receive certain proceeds of a "Qualifying Transaction", as defined in the DRD Contingent Purchase Price Agreement, including through the Liquidity Payment, is subordinate, in terms of payment priority, to the prior payment in full of the Company's bona fide third party debt for borrowed money, and (iv) the Company shall not be released from contingent indemnification obligations for which no claim has been presented and other obligations which by their express terms survive such payoff.

DRD hereby authorizes the Company (including the Company's legal counsel or any other representatives) and/or the Company's new secured lenders, from time to time after receipt of the Payoff Amount on the Payoff Date in immediately available funds in accordance with this letter, to file UCC termination statements and any other applicable documents effecting the releases, discharges and terminations described herein. DRD shall promptly deliver (i) to the Company the original Note held by DRD, and (ii) to the Company or, at the Company's request, any of its new secured lenders, stock certificates, certificates of title, documents, instruments, chattel paper and other Collateral in the possession of DRD or its agents, if any, that were delivered to DRD or its agents in order to perfect DRD's liens thereon. DRD further agrees, from time to time after receipt of the Payoff Amount, at the Company's expense, to execute and deliver to the Company (or its legal counsel or other representative) and/or the Company's new secured lenders such further instruments and documents that are provided to DRD and to take such further actions as may be reasonably requested by the Company to fully effect the releases, discharges and terminations described herein.

DRD acknowledges that, except as expressly set forth in this letter, upon the payment of the Payoff Amount on the Payoff Date in immediately available funds in accordance with this letter, there are no further outstanding Designated Obligations owing by the Company to DRD.

Notwithstanding anything to the contrary provided herein, if, for any reason, any of the Payoff Amount or any other amount applied by DRD to payment of the Designated Obligations is voided or rescinded or must otherwise be returned to the Company, the Company acknowledges and agrees that the Designated Obligations and the Loan Documents will automatically be reinstated to that extent.

[Signature Page Follows]

Very truly yours,

DRD:

DRD FAMILY PARTNERSHIP, LP

By: 
Name: Rod Dammeyer
Title: General Partner

**APPROVED AND AGREED TO:
COMPANY:**

ISAGENIX WORLDWIDE LLC

ISAGENIX HOLDINGS (ASIA PACIFIC)
LIMITED

By: _____ By: _____
Name: Kevin Adams Name: Kevin Adams
Title: Chief Operating Officer Title: Director

ISAGENIX INTERNATIONAL, LLC

ISAGENIX (ASIA PACIFIC) HONG
KONG, LIMITED

By: _____ By: _____
Name: Kevin Adams Name: Kevin Adams
Title: Chief Operating Officer Title: Director

ISAGENIX CANADA, ULC

ISAGENIX CHINA HOLDING CO.,
LIMITED

By: _____ By: _____
Name: Kevin Adams Name: James Arthur Coover
Title: Chief Operating Officer Title: Director

ISAGENIX PUERTO RICO, INC.

ISAGENIX (ASIA PACIFIC),
AUSTRALIA PTY LTD

By: _____ By: _____
Name: Kevin Adams Name: Kevin Adams
Title: Chief Operating Officer Title: Director

Very truly yours,

DRD:

DRD FAMILY PARTNERSHIP, LP

By: _____
Name: Rod Dammeyer
Title: General Partner

**APPROVED AND AGREED TO:
COMPANY:**

ISAGENIX WORLDWIDE LLC

ISAGENIX HOLDINGS (ASIA PACIFIC)
LIMITED

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

ISAGENIX INTERNATIONAL, LLC

ISAGENIX (ASIA PACIFIC) HONG
KONG, LIMITED

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

ISAGENIX CANADA, ULC

ISAGENIX CHINA HOLDING CO.,
LIMITED

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

By: James Arthur Coover
Name: James Arthur Coover
Title: Director

ISAGENIX PUERTO RICO, INC.

ISAGENIX (ASIA PACIFIC),
AUSTRALIA PTY LTD

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

Exhibit A

[See Attached]

Isagenix International, LLC
 Minority Note Balance & Interest Calculations

09/30/10

	<u>Date</u>	<u>DRD</u> 17.391%	<u>CAC</u> 32.518%	<u>TD</u> 4.003%	<u>Seacoast</u> 46.087%	<u>Total</u> 100.000%
Note Balance for 09/10 Interest Calculation	09/30/10	8,017,406	14,990,952	1,845,535	21,246,107	46,100,000
Interest Calculation						
- Interest Due - 09/27/10		84,183	157,405	19,378	223,084	484,050
- Interest Due - 09/28/10		87,301	163,235	20,096	231,347	501,979
- Interest Due - 09/29/10		90,419	169,065	20,814	239,609	519,907
- Interest Due - 09/30/10		93,536	174,894	21,531	247,871	537,832
- Interest Due - 10/01/10		96,654	180,724	22,249	256,134	555,761
Payout + Interest - 09/27/10	09/27/10	8,101,589	15,148,357	1,864,913	21,469,191	46,584,050
Payout + Interest - 09/28/10	09/28/10	8,104,707	15,154,187	1,865,631	21,477,454	46,601,979
Payout + Interest - 09/29/10	09/29/10	8,107,825	15,160,017	1,866,349	21,485,716	46,619,907
Payout + Interest - 09/30/10	09/30/10	8,110,942	15,165,846	1,867,066	21,493,978	46,637,832
Payout + Interest - 10/01/10	10/01/10	8,114,060	15,171,676	1,867,784	21,502,241	46,655,761

Exhibit C
CAC Payoff Letter

(see attached)

CAC, LLC
4350 La Jolla Village Drive, Suite 320
San Diego, California 92122

September 30, 2010

ISAGENIX WORLDWIDE LLC
2225 S. Price Road
Chandler, Arizona 85286

Payoff Letter

Ladies and Gentlemen:

Reference is hereby made to the Note Agreement, dated February 16, 2010 (the "Note Agreement"), and effective as of February 1, 2010, by and among ISAGENIX WORLDWIDE LLC, a Delaware limited liability company ("Worldwide"), ISAGENIX INTERNATIONAL, LLC, an Arizona limited liability company ("International"), ISAGENIX PUERTO RICO, INC., an Arizona corporation ("IsaPR"), ISAGENIX CANADA, ULC, a Nova Scotia unlimited liability company ("IsaCan"), ISAGENIX (ASIA PACIFIC), AUSTRALIA PTY LTD, an Australian proprietary company ("Australia"), ISAGENIX HOLDINGS (ASIA PACIFIC) LIMITED, a Hong Kong private limited company ("Holdings Asia"), ISAGENIX (ASIA PACIFIC) HONG KONG, LIMITED, a Hong Kong limited liability company ("Hong Kong"), and ISAGENIX CHINA HOLDING CO., LIMITED, a Hong Kong limited liability company ("China Holding" and, collectively with Worldwide, International, IsaPR, IsaCan, Australia, Holdings Asia and Hong Kong, the "Company"), SEACOAST CAPITAL PARTNERS II, L.P., a Delaware limited partnership ("Seacoast Capital"), DRD FAMILY PARTNERSHIP, LP, an Illinois limited partnership ("DRD"), CAC, LLC, an Illinois limited liability company ("CAC"), and TOM DAMMEYER, an individual residing in the State of Illinois ("Dammeyer" and, collectively with Seacoast Capital, DRD, CAC and Dammeyer, the "Holders"). All undefined capitalized terms used herein shall have the meanings set forth in the Note Agreement.

CAC has been informed that the Company will be making arrangements to pay off all of the liabilities, Obligations and Indebtedness, other than the obligation to pay the "Liquidity Payment" as defined in each of the Contingent Purchase Price Agreements, owing to CAC and the other Holders under the Note Agreement, the Notes held by the Holders, and the Security Documents (other than contingent indemnification obligations for which no claim has been presented and other obligations which by their express terms survive such payoff) (such liabilities being referred to herein collectively as the "Designated Obligations" and the Note Agreement, Notes, and the Security Documents being referred to herein collectively as the "Loan Documents"). The amount necessary to pay all of the Designated Obligations in full (the "Payoff")

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Amount") is agreed to be the dollar amount set forth on the row labeled "Payout + Interest" under the column labeled "CAC" on Exhibit A attached hereto for the date on which payment is received by CAC by 3:00 p.m. Pacific Time (the "Payoff Date"); provided, however, that if the Payoff Amount is not received by CAC on or before 3:00 p.m. Pacific Time on October 1, 2010 in immediately available funds, this letter agreement will automatically terminate.

Notwithstanding anything to the contrary provided herein, it is a condition to the effectiveness of this letter agreement that Patton Boggs LLP be paid \$7,395.04 (the "Legal Fees") by wire transfer in immediately available funds to the following account on the Payoff Date:

Bank: Wachovia Bank
1300 I Street, N.W., 11th Floor
Washington, D.C. 20005
ABA Routing No.: [REDACTED]
Account No.: [REDACTED]
Beneficiary: Patton Boggs LLP
Reference: Seacoast Capital / Isagenix 009091.0164

This letter will confirm that, upon CAC's receipt by wire transfer of the Payoff Amount in immediately available funds on the Payoff Date to the following account:

Bank: Citibank
ABA Routing No.: [REDACTED]
Account Name: Morgan Stanley
Account No.: [REDACTED]
For Further Credit to: CAC, LLC
Further Credit Account #: [REDACTED]

CAC automatically (i) releases and terminates all liens and security interests it has in the Collateral under the Loan Documents and (ii) except as provided below, releases and forever discharges, on behalf of itself and its affiliates, any and all claims now existing, owing or in the future arising against the Company in connection with the Designated Obligations. CAC hereby represents that it has no other credit arrangements with, loans outstanding to, guaranties by, or interests or liens against the Company's personal or real property, except the contractual right to receive the Liquidity Payment, if any, as provided in the Agreement Relating to the Determination of Contingent Purchase Price dated February 16, 2010 and effective as of February 1, 2010 between CAC and Worldwide (the "CAC Contingent Purchase Price Agreement"). The Company automatically releases and forever discharges, on behalf of itself and its affiliates, any and all claims now existing, owing or in the future arising against CAC in connection with the Designated Obligations.

The Company and CAC acknowledge and agree that, notwithstanding anything to the contrary in this letter, (i) the CAC Contingent Purchase Price Agreement will remain in effect following receipt by CAC of the Payoff Amount, (ii) the Company shall not be released from its obligation to pay any "Liquidity Payment", as defined in the CAC Contingent Purchase Price

Agreement, to CAC, (iii) CAC's right to receive certain proceeds of a "Qualifying Transaction", as defined in the CAC Contingent Purchase Price Agreement, including through the Liquidity Payment, is subordinate, in terms of payment priority, to the prior payment in full of the Company's bona fide third party debt for borrowed money, and (iv) the Company shall not be released from contingent indemnification obligations for which no claim has been presented and other obligations which by their express terms survive such payoff.

CAC hereby authorizes the Company (including the Company's legal counsel or any other representatives) and/or the Company's new secured lenders, from time to time after receipt of the Payoff Amount on the Payoff Date in immediately available funds in accordance with this letter, to file UCC termination statements and any other applicable documents effecting the releases, discharges and terminations described herein. CAC shall promptly deliver (i) to the Company the original Note held by CAC, and (ii) to the Company or, at the Company's request, any of its new secured lenders, stock certificates, certificates of title, documents, instruments, chattel paper and other Collateral in the possession of CAC or its agents, if any, that were delivered to CAC or its agents in order to perfect CAC's liens thereon. CAC further agrees, from time to time after receipt of the Payoff Amount, at the Company's expense, to execute and deliver to the Company (or its legal counsel or other representative) and/or the Company's new secured lenders such further instruments and documents that are provided to CAC and to take such further actions as may be reasonably requested by the Company to fully effect the releases, discharges and terminations described herein.

CAC acknowledges that, except as expressly set forth in this letter, upon the payment of the Payoff Amount on the Payoff Date in immediately available funds in accordance with this letter, there are no further outstanding Designated Obligations owing by the Company to CAC.

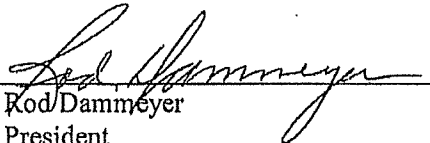
Notwithstanding anything to the contrary provided herein, if, for any reason, any of the Payoff Amount or any other amount applied by CAC to payment of the Designated Obligations is voided or rescinded or must otherwise be returned to the Company, the Company acknowledges and agrees that the Designated Obligations and the Loan Documents will automatically be reinstated to that extent.

[Signature Page Follows]

Very truly yours,

CAC:

CAC, LLC

By: 
Name: Rod Dammeyer
Title: President

**APPROVED AND AGREED TO:
COMPANY:**

ISAGENIX WORLDWIDE LLC

By: _____
Name: _____
Title: _____

ISAGENIX HOLDINGS (ASIA PACIFIC)
LIMITED

By: _____
Name: _____
Title: _____

ISAGENIX INTERNATIONAL, LLC

By: _____
Name: _____
Title: _____

ISAGENIX (ASIA PACIFIC) HONG KONG,
LIMITED

By: _____
Name: _____
Title: _____

ISAGENIX CANADA, ULC

By: _____
Name: _____
Title: _____

ISAGENIX CHINA HOLDING CO.,
LIMITED

By: _____
Name: _____
Title: _____

ISAGENIX PUERTO RICO, INC.

By: _____
Name: _____
Title: _____

ISAGENIX (ASIA PACIFIC), AUSTRALIA
PTY LTD

By: _____
Name: _____
Title: _____

Very truly yours,

CAC:

CAC, LLC

By: _____
Name: Rod Dammeyer
Title: President

**APPROVED AND AGREED TO:
COMPANY:**

ISAGENIX WORLDWIDE LLC

ISAGENIX HOLDINGS (ASIA PACIFIC)
LIMITED

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

ISAGENIX INTERNATIONAL, LLC

ISAGENIX (ASIA PACIFIC) HONG
KONG, LIMITED

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

ISAGENIX CANADA, ULC

ISAGENIX CHINA HOLDING CO.,
LIMITED

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

By: James Arthur Coover
Name: James Arthur Coover
Title: Director

ISAGENIX PUERTO RICO, INC.

ISAGENIX (ASIA PACIFIC),
AUSTRALIA PTY LTD

By: Kevin P. Adams
Name: Kevin Adams
Title: Chief Operating Officer

By: Kevin P. Adams
Name: Kevin Adams
Title: Director

Exhibit A

[See Attached]

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Isagenix International, LLC
 Minority Note Balance & Interest Calculations

09/30/10

	<u>Date</u>	<u>DRD</u> 17.391%	<u>CAC</u> 32.518%	<u>TD</u> 4.003%	<u>Seacoast</u> 46.087%	<u>Total</u> 100.000%
Note Balance for 09/10 Interest Calculation	09/30/10	8,017,406	14,990,952	1,845,535	21,246,107	46,100,000
Interest Calculation						
- Interest Due - 09/27/10		84,183	157,405	19,378	223,084	484,050
- Interest Due - 09/28/10		87,301	163,235	20,096	231,347	501,979
- Interest Due - 09/29/10		90,419	169,065	20,814	239,609	519,907
- Interest Due - 09/30/10		93,536	174,894	21,531	247,871	537,832
- Interest Due - 10/01/10		96,654	180,724	22,249	256,134	555,761
Payout + Interest - 09/27/10	09/27/10	8,101,589	15,148,357	1,864,913	21,469,191	46,584,050
Payout + Interest - 09/28/10	09/28/10	8,104,707	15,154,187	1,865,631	21,477,454	46,601,979
Payout + Interest - 09/29/10	09/29/10	8,107,825	15,160,017	1,866,349	21,485,716	46,619,907
Payout + Interest - 09/30/10	09/30/10	8,110,942	15,165,846	1,867,066	21,493,978	46,637,832
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