

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Supplement No. 1 to Intellectual Property Security Agreement recorded at Reel 6116/Frame 0216		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McLarty Capital Partners SBIC, L.P.		04/02/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Wellnext LLC		
Street Address:	1301 Sawgrass Corporate Parkway		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33323		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Natural Vitality Holding Company, LLC		
Street Address:	1301 Sawgrass Corporate Parkway		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33323		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Natures Products, Inc.		
Street Address:	1301 Sawgrass Corporate Parkway		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33323		
Entity Type:	Corporation: FLORIDA		
Name:	Rainbow Light Nutritional Systems, LLC		
Street Address:	1301 Sawgrass Corporate Parkway		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33323		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Wellnext Business, LLC		
Street Address:	1301 Sawgrass Corporate Parkway		
City:	Sunrise		
TRADEMARK			

State/Country:	FLORIDA
Postal Code:	33323
Entity Type:	Limited Liability Company: DELAWARE
Name:	Wellnext Direct, LLC
Street Address:	1301 Sawgrass Corporate Parkway
City:	Sunrise
State/Country:	FLORIDA
Postal Code:	33323
Entity Type:	Limited Liability Company: NEVADA
Name:	Neocell Holding Company, LLC
Street Address:	1301 Sawgrass Corporate Parkway
City:	Sunrise
State/Country:	FLORIDA
Postal Code:	33323
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	86774379	DERMA MATRIX
Serial Number:	86774401	DOSAGE.DALTON.DENSITY.
Serial Number:	86774395	BIOACTIVE NEOCELL COLLAGEN
Serial Number:	86774384	BONE MATRIX
Serial Number:	86774373	MOVE MATRIX
Serial Number:	86774369	GLOW MATRIX
Serial Number:	86774359	PLATINUM MATRIX
Serial Number:	86774388	CLARITY MATRIX
Serial Number:	86774399	STRENGTHEN.HYDRATE.PROTECT.
Serial Number:	86785036	GLOWGETTER
Serial Number:	86774390	CALM MATRIX
Serial Number:	86541751	COLLAC BEAUTY CRYSTAL COMPLEX
Registration Number:	4989647	CHEWS YOUTH
Registration Number:	4743493	NEOCELL
Registration Number:	4676442	BEAUTY INFUSION
Registration Number:	4418510	NEOCELL
Registration Number:	3873244	ARTHROPET
Registration Number:	4988906	BEAUTY IS AN EXPRESSION OF HEALTH
Registration Number:	4422098	BEAUTY BURSTS
Registration Number:	4418519	NEOCELL
Registration Number:	4125399	ARTHROPET

Property Type	Number	Word Mark
Registration Number:	4373798	COLLAGEN SPORT
Registration Number:	3436610	NUTRIENTS YOU CAN TRUST
Registration Number:	3330200	COLLAGEN MD

CORRESPONDENCE DATA

Fax Number: 9494754754

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.

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	19780-00019
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	07/06/2018

Total Attachments: 4

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**TERMINATION AND RELEASE OF SUPPLEMENT NO. 1 TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF SUPPLEMENT NO. 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination"), is dated as of April 2, 2018, and made by MCLARTY CAPITAL PARTNERS SBIC, L.P. (the "Grantee"), to WELLNEXT LLC, a limited liability company formed under the laws of Delaware ("Wellnext") and survivor by merger to Champion Performance Products, LLC, a limited liability company formed under the laws of Florida, Iceland Health, LLC, a limited liability company formed under the laws of Florida and Stop Aging Now LLC, a limited liability company formed under the laws of Delaware, NATURAL VITALITY HOLDING COMPANY, LLC, a limited liability company formed under the laws of Delaware ("Natural Vitality"), NATURES PRODUCTS, INC., a corporation formed under the laws of Florida ("Natures Products"), RAINBOW LIGHT NUTRITIONAL SYSTEMS, LLC, a limited liability company formed under the laws of Delaware ("Rainbow"), WELLNEXT BUSINESS, LLC, a limited liability company formed under the laws of Delaware ("Wellnext Business"), WELLNEXT DIRECT, LLC, a limited liability company formed under the laws of Nevada ("Wellnext Direct"), and NEOCELL HOLDING COMPANY, LLC, a limited liability company formed under the laws of Delaware ("NeoCell Holdco", and collectively together with Wellnext, Natural Vitality, Natures Products, Rainbow, Wellnext Business and Wellnext Direct, and with each other Person joined hereto from time to time, collectively, the, collectively, "Grantors" and each a "Grantor").

WHEREAS, pursuant to that certain Supplement No. 1 to Intellectual Property Security Agreement dated as of July 21, 2017, made by Grantors in favor of Grantee (the "Security Agreement"), a security interest was granted by the Grantors to Grantee in certain collateral, including the Trademarks;

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office on July 21, 2017 at Reel/Frame 6116/0216; and

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:


1. Definitions. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

2. Release of Security Interest. Grantee hereby terminates the Security Agreement and irrevocably terminates, releases and discharges the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement, in the U.S. Registered Intellectual Property, including the trademarks listed on Schedule A hereto, and reassigns, transfers and conveys to the applicable Grantee all right, title and interest of Grantee in the U.S. Registered Intellectual Property, and any right, title or interest of the Grantee in such U.S. Registered Intellectual Property shall hereby terminate, cease and become void.

IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

MCLARTY CAPITAL PARTNERS SBIC, L.P.,
as Grantee

By: McLarty Capital Partners SBIC, LLC,
its general partner

By:  _____

Name: Christopher D. Smith

Title: Co-Founder & Co-President

SCHEDULE A
TRADEMARKS

Country	Trademark	Application Number	Filing Date	Registration Number	Registration Date	Owner
US	DERMA MATRIX	N/A	N/A	86774379	9/30/2015	NeoCell Corporation 1
US	DOSAGE.DALTON.DENSITY.	N/A	N/A	86774401	9/30/2015	NeoCell Corporation
US	BIOACTIVE NEOCELL COLLAGEN	N/A	N/A	86774395	9/30/2015	NeoCell Corporation
US	BONE MATRIX	N/A	N/A	86774384	9/30/2015	NeoCell Corporation
US	MOVE MATRIX	N/A	N/A	86774373	9/30/2015	NeoCell Corporation
US	GLOW MATRIX	N/A	N/A	86774369	9/30/2015	NeoCell Corporation
US	PLATINUM MATRIX	N/A	N/A	86774359	9/30/2015	NeoCell Corporation
US	CLARITY MATRIX	N/A	N/A	86774388	9/30/2015	NeoCell Corporation
US	STRENGTHEN.HYDRATE.PROTECT.	N/A	N/A	86774399	9/30/2015	NeoCell Corporation
US	GLOWGETTER	N/A	N/A	86785036	10/12/2015	NeoCell Corporation
US	CALM MATRIX	N/A	N/A	86774390	9/30/2015	NeoCell Corporation
US	COLLAC BEAUTY CRYSTAL COMPLEX	N/A	N/A	86541751	2/20/2015	NeoCell Corporation
US	CHEWS YOUTH	4989647	6/28/2016	86541756	2/20/2015	NeoCell Corporation
US	NEOCELL	4743493	5/26/2015	86418621	10/8/2014	NeoCell Corporation
US	BEAUTY INFUSION	4676442	1/20/2015	86109868	11/4/2013	NeoCell Corporation
US		4418510	10/15/2013	85875024	3/13/2013	NeoCell Corporation
US	ARTHROPET	3873244	11/9/2010	85002827	3/31/2010	NeoCell Corporation
US	BEAUTY IS AN EXPRESSION OF HEALTH	4988906	6/28/2016	85734353	9/20/2012	NeoCell Corporation
US	BEAUTY BURSTS	4422098	10/22/2013	85934118	5/16/2013	NeoCell Corporation
US	NEOCELL	4418519	10/15/2013	85875293	3/13/2013	NeoCell Corporation

1 Intellectual Property held by NeoCell Corporation to have been transferred to NeoCell Holding Company, LLC post-merger.

Country	Trademark	Application Number	Filing Date	Registration Number	Registration Date	Owner
US	ARTHROPET	4125399	4/10/2012	85390698	8/5/2011	NeoCell Corporation
US	COLLAGEN SPORT	4373798	7/23/2013	85075396	6/30/2010	NeoCell Corporation
US	NUTRIENTS YOU CAN TRUST	3436610	5/27/2008	76659907	5/11/2006	NeoCell Corporation
US	COLLAGEN MD	3330200	11/6/2007	76659906	5/11/2006	NeoCell Corporation