

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM486523

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Herbalife International, Inc.		08/16/2018	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC, as Collateral Agent		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 51</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3304854	BEST DEFENSE	
<b>Registration Number:</b>	3116689	CELL ACTIVATOR	
<b>Registration Number:</b>	1401820	CELL-U-LOSS	
<b>Registration Number:</b>	5134283	CLEARIFY	
<b>Registration Number:</b>	4402484		
<b>Registration Number:</b>	2210847		
<b>Registration Number:</b>	2002163		
<b>Registration Number:</b>	3642777		
<b>Registration Number:</b>	3464743		
<b>Registration Number:</b>	3464744		
<b>Registration Number:</b>	3464745		
<b>Registration Number:</b>	3464746		
<b>Registration Number:</b>	3404283		
<b>Registration Number:</b>	3681471	FUEL GOOD!	
<b>Registration Number:</b>	2988241	GARDEN 7	
<b>Registration Number:</b>	3406273	H3O	
<b>Registration Number:</b>	3391265	H3O FITNESS DRINK	
<b>Registration Number:</b>	4402483	HERBALIFE	
<b>Registration Number:</b>	1969346	HERBALIFE	

CH \$1290.00 3304854

Property Type	Number	Word Mark
Registration Number:	1254211	HERBALIFE
Registration Number:	3324677	HERBALIFE
Registration Number:	4440861	HERBALIFE 24FIT
Registration Number:	4440862	HERBALIFE 24FIT
Registration Number:	5433984	HERBALIFE NUTRITION
Registration Number:	4170467	HERBALIFE NUTRITION INSTITUTE
Registration Number:	5308151	HERBALIFE SKIN
Registration Number:	4590118	HERBALIFE SKIN
Registration Number:	1811780	HERBALIFE
Registration Number:	2512368	HERBALIFE
Registration Number:	4647525	HERBALIFE24
Registration Number:	1406425	HERBALIFELINE
Registration Number:	3120358	HFF HERBALIFE FAMILY FOUNDATION
Registration Number:	3755570	ICHANGE
Registration Number:	1460566	KINDERMINS
Registration Number:	3121813	LIFTOFF
Registration Number:	1607981	MALE FACTOR 1000
Registration Number:	2898296	NITWORKS
Registration Number:	4156596	NUTRICION PARA EL DEPORTISTA 24 HORAS
Registration Number:	4152748	NUTRITION FOR THE 24-HOUR ATHLETE
Registration Number:	4301688	PROLESSA
Registration Number:	2926493	RADIANTC
Registration Number:	4022490	ROSEGUARD
Registration Number:	2637204	SKIN ACTIVATOR
Registration Number:	3004933	SNACK DEFENSE
Registration Number:	1934165	THERMO-BOND
Registration Number:	2832678	TOTAL CONTROL
Registration Number:	3137237	TRI-SHIELD
Registration Number:	4326972	WHAT DO YOU HAVE TO LOSE? WEIGHT LOSS CH
Registration Number:	3739538	XTRA-CAL
Serial Number:	87551998	HERBALIFE NUTRITION
Serial Number:	87983857	

**CORRESPONDENCE DATA**

Fax Number: 2127514864

*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: 212-906-1216

Email: angela.amaru@lw.com

**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru  
**Address Line 1:** 885 Third Avenue  
**Address Line 4:** NEW YORK, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 038507-0722

**NAME OF SUBMITTER:** Angela M. Amaru

**SIGNATURE:** /S/ Angela M. Amaru

**DATE SIGNED:** 08/17/2018

**Total Attachments: 12**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 16, 2018 (this “Agreement”), is made by each of the signatories hereto indicated as a “Pledgor” (each a “Pledgor” and collectively, the “Pledgors”) in favor of JEFFERIES FINANCE LLC, as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Collateral Agent”).

**WHEREAS**, pursuant to that certain Credit Agreement dated as of August 16, 2018 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among the Borrowers, Jefferies Finance LLC, as Term B Agent and Collateral Agent, Coöperatieve Rabobank U.A., New York Branch as Term A Agent, Issuing Bank and Revolver Administrative Agent, and the Lenders party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein;

**WHEREAS**, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Pledgors entered into the Security Agreement dated as of August 16, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) between each of the Pledgors and the Collateral Agent, pursuant to which each of the Pledgors granted to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the Security Agreement, each Pledgor agreed to execute and this Agreement, in order to record the security interest granted to the Collateral Agent with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgors hereby agree with the Collateral Agent as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### **SECTION 2. Grant of Security Interest**

As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby grants to Collateral Agent, for its benefit and for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Pledgor’s right, title and interest in, to and under all of the following property, wherever located, whether now owned or existing, or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”):

the Trademarks, registrations and applications listed in Schedule A hereto, together with any and all (a) rights and privileges arising under applicable law with respect to such Pledgor's use of any such Trademarks, (b) reissues, continuations, extensions and renewals thereof, (c) income, fees, royalties, damages and payments now and hereafter due or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements and dilutions thereof, (d) rights corresponding thereto throughout the world, and (e) rights to sue for past, present and future infringements and dilutions thereof.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. Governing Law** THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), EXCEPT TO THE EXTENT, IN ACCORDANCE WITH CHOICE-OF-LAW PRINCIPLES, THAT THE PERFECTION OF THE SECURITY INTERESTS GRANTED HEREUNDER, OR REMEDIES HEREUNDER IN RESPECT OF ANY OF THE TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

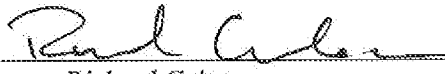
### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**HERBALIFE INTERNATIONAL, INC., as Pledgor**

By:   
Name: Richard Caloca  
Title: Treasurer

Accepted and Agreed:

**JEFFERIES FINANCE LLC,**  
as Collateral Agent



By:   
Name: \_\_\_\_\_  
Title: Brian Buoye  
Managing Director

[Signature Page to Trademark Security Agreement]








**TRADEMARK**  
**REEL: 006417 FRAME: 0743**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**



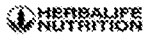
**TRADEMARK REGISTRATIONS AND APPLICATIONS**



Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
BEST DEFENSE	Registered	78/968,991	07-SEP-2006	3,304,854	02-OCT-2007	Herbalife International, Inc.
CELL ACTIVATOR	Registered	78/620,272	29-APR-2005	3,116,689	18-JUL-2006	Herbalife International, Inc.
CELL-U-LOSS	Registered	73/571,407	02-DEC-1985	1,401,820	22-JUL-1986	Herbalife International, Inc.
CLEARIFY	Registered	86/664,501	16-Jun-2015	5,134,283	31-Jan-2017	Herbalife International, Inc.
Design Only 	Registered	85/658,536	21-JUN-2012	4,402,484	17-SEP-2013	Herbalife International, Inc.
Design Only 	Registered	75/372,534	14-OCT-1997	2,210,847	15-DEC-1998	Herbalife International, Inc.




Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
Design Only 	Registered	74/556,325	02-AUG-1994	2,002,163	24-SEP-1996	Herbalife International, Inc.
Design Only 	Registered	77/609,886	07-NOV-2008	3,642,777	23-JUN-2009	Herbalife International, Inc.
Design Only 	Registered Supplemental Register	77/256,347	15-AUG-2007	3,464,743	08-JUL-2008	Herbalife International, Inc.
Design Only 	Registered Supplemental Register	77/256,359	15-AUG-2007	3,464,744	08-JUL-2008	Herbalife International, Inc.
Design Only 	Registered Supplemental Register	77/256,365	15-AUG-2007	3,464,745	08-JUL-2008	Herbalife International, Inc.
Design Only 	Registered Supplemental Register	77/256,426	15-AUG-2007	3,464,746	08-JUL-2008	Herbalife International, Inc.
Design Only 	Registered	77/079,192	09-JAN-2007	3,404,283	01-APR-2008	Herbalife International, Inc.
FUEL GOOD!	Registered	78/526,845	03-DEC-2004	3,681,471	08-SEP-2009	Herbalife International, Inc.


Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
GARDEN 7	Registered	78/369,462	17-FEB-2004	2,988,241	23-AUG-2005	Herbalife International, Inc.
H3O	Registered	77/123,496	06-MAR-2007	3,406,273	01-APR-2008	Herbalife International, Inc.
H3O FITNESS DRINK 	Registered	77/203,834	12-JUN-2007	3,391,265	04-MAR-2008	Herbalife International, Inc.
HERBALIFE	Registered	85/658,531	21-JUN-2012	4,402,483	17-SEP-2013	Herbalife International, Inc.
HERBALIFE	Registered	74/556,324	02-AUG-1994	1,969,346	23-APR-1996	Herbalife International, Inc.
HERBALIFE	Registered	73/274,277	15-AUG-1980	1,254,211	18-OCT-1983	Herbalife International, Inc.
HERBALIFE	Registered	78/967,116	05-SEP-2006	3,324,677	30-OCT-2007	Herbalife International, Inc.
HERBALIFE 24 NUTRITION FOR THE 24- HOUR ATHLETE 	Published (intent-to- use)	87/779,358	01-Feb-2018			Herbalife International, Inc.

Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
HERBALIFE 24FIT	Registered	85/552,136	24-FEB-2012	4,440,861	26-NOV-2013	Herbalife International, Inc.
HERBALIFE 24FIT 	Registered	85/552,201	24-FEB-2012	4,440,862	26-NOV-2013	Herbalife International, Inc.
HERBALIFE NUTRITION 	Pending	87/551,998	01-Aug-2017			Herbalife International, Inc.
HERBALIFE NUTRITION	Registered	86/983,649	03-Oct-2014	5,433,984	27-Mar-2018	Herbalife International, Inc.
HERBALIFE NUTRITION	Pending (intent-to-use)	86/414,793	03-OCT-2014			Herbalife International, Inc.
HERBALIFE NUTRITION INSTITUTE 	Registered	85/369,618	12-JUL-2011	4,170,467	10-JUL-2012	Herbalife International, Inc.
HERBALIFE NUTRITION 	Pending	87/983,857	24-Mar-2016			Herbalife International, Inc.
HERBALIFE NUTRITION 	Published (intent to use)	86/952,427	24-MAR-2016			Herbalife International, Inc.

Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
HERBALIFE SKIN	Registered	87/192,639	04-OCT-2016	5,308,151	10-Oct-2017	Herbalife International, Inc.
HERBALIFE SKIN	Registered	86/023,688	30-JUL-2013	4,590,118	19-AUG-2014	Herbalife International, Inc.
HERBALIFE 	Registered	74/327,252	02-NOV-1992	1,811,780	21-DEC-1993	Herbalife International, Inc.
HERBALIFE 	Registered	76/154,006	26-OCT-2000	2,512,368	27-NOV-2001	Herbalife International, Inc.
HERBALIFE24	Pending (intent-to-use)	87/873,142	11-Apr-2018			Herbalife International, Inc.
HERBALIFE24	Registered	86/000,803	02-JUL-2013	4,647,525	02-DEC-2014	Herbalife International, Inc.
HERBALIFE24 ACHIEVE	Published (intent-to-use)	87/775,862	30-Jan-2018			Herbalife International, Inc.
HERBALIFE24 NUTRITION FOR THE 24-HOUR ATHLETE ACHIEVE	Published (intent-to-use)	87/621,517	25-Sep-2017			Herbalife International, Inc.

Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
HERBALIFE24 TRIATHLON LOS ANGELES	Published (intent-to- use)	87/570,224	15-Aug-2017			Herbalife International, Inc.
HERBALIFELINE	Registered	73/571,155	02-DEC-1985	1,406,425	26-AUG-1986	Herbalife International, Inc.
HFF HERBALIFE FAMILY FOUNDATION 	Registered	78/686,482	05-AUG-2005	3,120,358	25-JUL-2006	Herbalife International, Inc.
ICHANGE	Registered	77/542,119	08-AUG-2008	3,755,570	02-MAR-2010	Herbalife International, Inc.
KINDERMINS	Registered	73/602,082	02-JUN-1986	1,460,566	13-OCT-1987	Herbalife International, Inc.
LIFTOFF	Registered	78/479,466	07-SEP-2004	3,121,813	25-JUL-2006	Herbalife International, Inc.
MALE FACTOR 1000	Registered	73/788,402	22-MAR-1989	1,607,981	31-JUL-1990	Herbalife International, Inc.
NITWORKS	Registered	78/252,864	21-MAY-2003	2,898,296	26-OCT-2004	Herbalife International, Inc.

Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
NUTRICION PARA EL DEPORTISTA 24 HORAS	Registered	85/295,060	14-APR-2011	4,156,596	12-JUN-2012	Herbalife International, Inc.
NUTRITION FOR THE 24-HOUR ATHLETE	Registered	85/293,336	12-APR-2011	4,152,748	05-JUN-2012	Herbalife International, Inc.
PROLESSA	Registered	77/936,404	16-FEB-2010	4,301,688	12-MAR-2013	Herbalife International, Inc.
PURPOSE DRIVEN NUTRITION	Pending (intent-to-use)	87/792,036	09-Feb-2018			Herbalife International, Inc.
PURPOSE DRIVEN NUTRITION	Pending (intent-to-use)	87/470,589	31-May-2017			Herbalife International, Inc.
RADIANTC 	Registered	76/084,117	03-JUL-2000	2,926,493	15-FEB-2005	Herbalife International, Inc.
ROSEGUARD	Registered	85/237,289	08-FEB-2011	4,022,490	06-SEP-2011	Herbalife International, Inc.
SKIN ACTIVATOR	Registered	76/285,687	16-JUL-2001	2,637,204	15-OCT-2002	Herbalife International, Inc.

Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
SNACK DEFENSE	Registered	78/239,571	18-APR-2003	3,004,933	04-OCT-2005	Herbalife International, Inc.
THERMO-BOND	Registered	74/499,624	14-MAR-1994	1,934,165	07-NOV-1995	Herbalife International, Inc.
TOTAL CONTROL	Registered	76/386,532	22-MAR-2002	2,832,678	13-APR-2004	Herbalife International, Inc.
TRI-SHIELD	Registered	78/629,145	12-MAY-2005	3,137,237	29-AUG-2006	Herbalife International, Inc.
WHAT DO YOU HAVE TO LOSE? WEIGHT LOSS CHALLENGE 	Registered	85/569,818	14-MAR-2012	4,326,972	30-APR-2013	Herbalife International, Inc.
XTRA-CAL	Registered	77/760,123	15-JUN-2009	3,739,538	19-JAN-2010	Herbalife International, Inc.