

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503160

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THORNE RESEARCH, INC.		12/12/2018	Corporation: SOUTH CAROLINA
THORNE HOLDING CORP.		12/12/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SUNTRUST BANK
Street Address:	3333 Peachtree Road, N.E., 4th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	Chartered Bank: GEORGIA

PROPERTY NUMBERS Total: 144

Property Type	Number	Word Mark
Registration Number:	1979784	CORTINE
Registration Number:	1984112	DIPAN-9
Registration Number:	1985559	GI-ENCAP
Registration Number:	1989899	BIOMINS
Registration Number:	1989900	BIO-GEST
Registration Number:	1989901	BIO-B12
Registration Number:	1989902	CORTREX
Registration Number:	2158963	PLANTI-OXIDANTS
Registration Number:	2158969	BIOMIN II
Registration Number:	2160553	M.F. BROMELAIN
Registration Number:	2160562	G.T.-EX
Registration Number:	2160586	QUERCENASE
Registration Number:	2160587	TRI-SPARTATE
Registration Number:	2161969	HYPER-EX
Registration Number:	2161970	MYOREL
Registration Number:	2161975	DEHYDRONE-5
Registration Number:	2161976	DEHYDRONE-15
Registration Number:	2161993	SULFONIL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2162001	URISTATIN
Registration Number:	2162002	SEDAPLUS
Registration Number:	2162098	BIO-PMT
Registration Number:	2163970	AR-ENCAP
Registration Number:	2164042	ARTECIN
Registration Number:	2178525	METHYL-GUARD
Registration Number:	2178526	THIOCID
Registration Number:	2178527	CITRICIDIN
Registration Number:	2178528	MEDIBULK
Registration Number:	2180624	LIPOTREPEIN
Registration Number:	2180625	VACIMYR
Registration Number:	2184070	FERRASORB
Registration Number:	2185920	CYSTEPLUS
Registration Number:	2189110	CARNITYL
Registration Number:	2189114	Q-10 PLUS
Registration Number:	2263042	CAPTOMER
Registration Number:	2264778	S.A.T.
Registration Number:	2264821	HMC-PLUS
Registration Number:	2264822	CO-10
Registration Number:	2264848	CITRAMIN II
Registration Number:	2264853	CITRAMINS
Registration Number:	2264858	QUERCETONE
Registration Number:	2266986	ULTRACHROME 500
Registration Number:	2266987	ULTRACHROME 200
Registration Number:	2267004	FOLACAL
Registration Number:	2267067	ENTROCAP
Registration Number:	2271975	NIASAFE-600
Registration Number:	2271976	BERBERCAP
Registration Number:	2275954	PIC-MINS
Registration Number:	2285524	ARABINEX
Registration Number:	2290249	PHYTOPROFEN
Registration Number:	2290250	TRAUMOGEN
Registration Number:	2290255	PERMA-CLEAR
Registration Number:	2295848	PHYTISONE
Registration Number:	2301716	VENOCAP
Registration Number:	2302054	ISO-PHOS
Registration Number:	2356459	PHYTOGEN
Registration Number:	2470793	CO-Q-100

Property Type	Number	Word Mark
Registration Number:	2486497	VANOXYL 5
Registration Number:	2486498	VANOXYL 25
Registration Number:	2509567	ULTRACHROME
Registration Number:	2525208	MEDICLEAR
Registration Number:	2577020	THORNE RESEARCH
Registration Number:	2684898	ULTIMATE-E
Registration Number:	2699027	DIABENIL
Registration Number:	2713472	MEDIPRO
Registration Number:	3029880	PERFUSIA SR
Registration Number:	3238661	SIMPLY PUT - WE ARE THE DEFINITION OF PU
Registration Number:	3310416	NEUROCHONDRIA
Registration Number:	3324378	NANOV
Registration Number:	3649177	AL'S FORMULA
Registration Number:	3678191	META-FEM
Registration Number:	3836445	POLYRESVERATROL-SR
Registration Number:	4138812	CAPTOMER-250
Registration Number:	4138814	THIOCID-300
Registration Number:	4142761	T.A.P.S.
Registration Number:	4145919	PLANTIZYME
Registration Number:	4146702	OCU-CLEAR
Registration Number:	4149386	FORMULA SF722
Registration Number:	4149387	FORMULA SF734
Registration Number:	4157784	METHYL-GUARD PLUS
Registration Number:	4157886	GASTRIPLEX
Registration Number:	4157887	IMMUGEN
Registration Number:	4157888	HEPAGEN-C
Registration Number:	4157894	PERFUSIA PLUS
Registration Number:	4164629	MEDICLEAR PLUS
Registration Number:	4167879	DEPROLOFT-HF
Registration Number:	4167882	CRUCERA-SGS
Registration Number:	4197537	TOXIC RELIEF BOOSTER
Registration Number:	4197555	FLORAMEND PRIME PROBIOTIC
Registration Number:	4208130	NUTRI-FEM
Registration Number:	4214075	POLYPLUS
Registration Number:	4227581	INFLAQOL
Registration Number:	4227820	FOLAQOL
Registration Number:	4227821	FEMQOL
Registration Number:	4227884	COGNIQOL

Property Type	Number	Word Mark
Registration Number:	4231520	MUCOSAQOL
Registration Number:	4231521	MYOQOL
Registration Number:	4231524	NEUROQOL
Registration Number:	4231525	PROBIOQOL
Registration Number:	4266789	PATIENT EXPRESS
Registration Number:	4266791	VET EXPRESS
Registration Number:	4309929	ONCOQOL
Registration Number:	4343453	ERYTHROQOL
Registration Number:	4355773	MEDIBOLIC
Registration Number:	4392379	THORNE PERFORMANCE
Registration Number:	4392380	VITALITY IN MOTION
Registration Number:	4392385	CATALYTE
Registration Number:	4392386	ELEVATE
Registration Number:	4392406	MODULATE
Registration Number:	4392926	ONCOQOL QUALITY OF LIFE THROUGH TARGETED
Registration Number:	4400241	THE THORNE PERFORMANCE SYSTEM
Registration Number:	4410287	FIBERMEND
Registration Number:	4445145	ONCOQOL
Registration Number:	4454439	Q-CHARGE
Registration Number:	4489492	TRUCARDIA
Registration Number:	4555712	LIPOCARDIA
Registration Number:	4555728	PEPTI-GUARD
Registration Number:	4555729	GLYCO-TONE
Registration Number:	4555730	STEROLIPIN
Registration Number:	4555791	IMMUNOVET
Registration Number:	4579122	THORNEVET
Registration Number:	4591155	PURELY DRIVEN
Registration Number:	4615259	VEGANPRO COMPLEX
Registration Number:	4615301	THORNEFX
Registration Number:	4796156	NIACEL
Registration Number:	4837342	ENTEROMEND
Registration Number:	4876798	CYNAMBRA
Registration Number:	4902744	THORNE PURE INGREDIENTS, TRUSTED RESULTS
Registration Number:	4956410	THORNE THERAPEUTICS
Registration Number:	4973648	BECAUSE WHAT YOU PUT ON YOUR SKIN MATTER
Registration Number:	5147004	TARGETING SOLUTIONS FOR LIFESTYLE MEDICI
Registration Number:	5218436	RESVERACEL
Registration Number:	5235806	GINGERPRO

Property Type	Number	Word Mark
Registration Number:	5257935	THORNE
Registration Number:	5277254	FLORASPORT 20B
Registration Number:	5418724	PECTINATE
Registration Number:	5444409	PURETAB
Registration Number:	2295454	T. ASTHMATICA PLUS
Serial Number:	87225736	ENVIROCLEAR
Serial Number:	87302003	HMB ADVANTAGE
Serial Number:	87398168	3-K COMPLETE
Serial Number:	87587627	FITBIOME
Serial Number:	87786904	GLS
Serial Number:	87928241	RECOVERYPRO
Serial Number:	87928276	FLORAPRO-LP PROBIOTIC

CORRESPONDENCE DATA

Fax Number:

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: 6785537308
Email: bartlett@gtlaw.com
Correspondent Name: Greenberg Traurig, LLP
Address Line 1: 3333 Piedmont Road NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER:	Victoria Bartlett
SIGNATURE:	/s/ Victoria Bartlett
DATE SIGNED:	12/21/2018

Total Attachments: 10

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 12, 2018 (this "Security Agreement"), is made by **THORNE RESEARCH, INC.**, a South Carolina corporation (the "Borrower"), and **THORNE HOLDING CORP.**, a Delaware corporation ("Parent") (together with the Borrower, each, a "Grantor" and, collectively, the "Grantors"), in favor of **SUNTRUST BANK** (together with its successors and permitted assigns, the "Lender") for itself and as agent for the other Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Grantors and the Lender have entered into a Revolving Credit Agreement, dated as of even date herewith (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Guaranty and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Lender for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantors to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby mortgage, pledge and hypothecate to the Lender for the benefit of the Secured Parties, and grant to the Lender for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

(i) all of their Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Guaranty and Security Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Lender with respect to the security interest in the Trademark

Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantors Remain Liable. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

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

THORNE RESEARCH, INC.

By: _____

Name: Scott Wheeler

Title: Chief Financial Officer

THORNE HOLDING CORP.

By: _____

Name: Scott Wheeler

Title: Chief Financial Officer


[THORNE---TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006562 FRAME: 0790

Acknowledged and Agreed to as of the date hereof:

LENDER:

SUNTRUST BANK

By: 

Name: Amanda Watkins

Title: Director

[THORNE—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006562 FRAME: 0791

SCHEDULE I

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

[See below]

The following is the complete list of the registration numbers for Thorne Research's registered trademarks registered at the U.S. Trademark Office. Thorne Research is the registered owner of these trademarks. The applicable jurisdiction is the United States of America; i.e., none of the trademarks are registered in a foreign jurisdiction. Trademark registrations owned by Thorne Research are renewed on a timely basis.

1. CORTINE	Registration No. 1,979,784
2. DIPAN-9	Registration No. 1,984,112
3. GI-ENCAP	Registration No. 1,985,559
4. BIOMINS	Registration No. 1,989,899
5. BIO-GEST	Registration No. 1,989,900
6. BIO-BI2	Registration No. 1,989,901
7. CORTREX	Registration No. 1,989,902
8. PLANTI-OXIDANTS	Registration No. 2,158,963
9. BIOMIN II	Registration No. 2,158,969
10. M.F. BROMELAIN	Registration No. 2,160,553
11. G.T.-EX	Registration No. 2,160,562
12. QUERCENASE	Registration No. 2,160,586
13. TRI-SPARTATE	Registration No. 2,160,587
14. HYPER-EX	Registration No. 2,161,969
15. MYOREL	Registration No. 2,161,970
16. DEHYDRONE-5	Registration No. 2,161,975
17. DEHYDRONE-15	Registration No. 2,161,976
18. SULFONIL	Registration No. 2,161,993
19. URISTATIN	Registration No. 2,162,001
20. SEDAPLUS	Registration No. 2,162,002
21. BIO-PMT	Registration No. 2,162,098
22. AR-ENCAP	Registration No. 2,163,970
23. ARTECIN	Registration No. 2,164,042
24. METHYL-GUARD	Registration No. 2,178,525
25. THIOCID	Registration No. 2,178,526
26. CITRICIDIN	Registration No. 2,178,527
27. MEDIBULK	Registration No. 2,178,528
28. LIPOTREPEIN	Registration No. 2,180,624
29. VACIMYR	Registration No. 2,180,625
30. FERRASORB	Registration No. 2,184,070
31. CYSTEPLUS	Registration No. 2,185,920
32. CARNITYL	Registration No. 2,189,110
33. Q-10 PLUS	Registration No. 2,189,114
34. CAPTOMER	Registration No. 2,263,042

35. S.A.T.	Registration No. 2,264,778
36. HMC-PLUS	Registration No. 2,264,821
37. CO-10	Registration No. 2,264,822
38. CITRAMIN II	Registration No. 2,264,848
39. CITRAMINS	Registration No. 2,264,853
40. QUERCETONE	Registration No. 2,264,858
41. ULTRACHROME 500	Registration No. 2,266,986
42. ULTRACHROME 200	Registration No. 2,266,987
43. FOLACAL	Registration No. 2,267,004
44. ENTROCAP	Registration No. 2,267,067
45. NIASAFE-600	Registration No. 2,271,975
46. BERBERCAP	Registration No. 2,271,976
47. PIC-MINS	Registration No. 2,275,954
48. ARABINEX	Registration No. 2,285,524
49. PHYTOPROFEN	Registration No. 2,290,249
50. TRAUMOGEN	Registration No. 2,290,250
51. PERMA-CLEAR	Registration No. 2,290,255
52. PHYTISONE	Registration No. 2,295,848
53. VENOCAP	Registration No. 2,301,716
54. ISO-PHOS	Registration No. 2,302,054
55. PHYTOGEN	Registration No. 2,356,459
56. CO-Q-100	Registration No. 2,470,793
57. VANOXYL 5	Registration No. 2,486,497
58. VANOXYL 25	Registration No. 2,486,498
59. ULTRACHROME	Registration No. 2,509,567
60. MEDICLEAR	Registration No. 2,525,208
61. THORNE RESEARCH & LOGO	Registration No. 2,577,020
62. ULTIMATE-E	Registration No. 2,684,898
63. DIABENIL	Registration No. 2,699,027
64. MEDIPRO	Registration No. 2,713,472
65. PERFUSIA-SR	Registration No. 3,029,880
66. SIMPLY PUT -- WE ARE THE DEFINITION OF PURITY	Registration No. 3,238,661
67. NEUROCHONDRIA	Registration No. 3,310,416
68. TIME-SORB	Registration No. 3,325,378
69. AL'S FORMULA	Registration No. 3,649,177
70. META-FEM	Registration No. 3,678,191
71. POLY-RESVERATROL-SR	Registration No. 3,836,445
72. CAPTOMER-250	Registration No. 4,138,812
73. THIOCID-300	Registration No. 4,138,814
74. T.A.P.S.	Registration No. 4,142,761
75. PLANTIZYME	Registration No. 4,145,919
76. OCU-CLEAR	Registration No. 4,146,702
77. FORMULA SF-722	Registration No. 4,149,386
78. FORMULA SF734	Registration No. 4,149,387
79. METHYL-GUARD PLUS	Registration No. 4,157,784

80. GASTRIPLEX	Registration No. 4,157,886
81. IMMUGEN	Registration No. 4,157,887
82. HEPAGEN-C	Registration No. 4,157,888
83. PERFUSIA PLUS	Registration No. 4,157,894
84. MEDICLEAR PLUS	Registration No. 4,164,629
85. DEPROLOFT-HF	Registration No. 4,167,879
86. CRUCERA-SGS	Registration No. 4,167,882
87. TOXIC RELIEF BOOSTER	Registration No. 4,197,537
88. FLORAMEND PRIME PROBIOTIC	Registration No. 4,197,555
89. NUTRI-FEM	Registration No. 4,208,130
90. POLYPLUS	Registration No. 4,214,075
91. INFLAQOL	Registration No. 4,227,581
92. FOLAQOL	Registration No. 4,227,820
93. FEMQOL	Registration No. 4,227,821
94. COGNIQOL	Registration No. 4,227,884
95. MUCOSAQOL	Registration No. 4,231,520
96. MYOQOL	Registration No. 4,231,521
97. NEUROQOL	Registration No. 4,231,524
98. PROBIOQOL	Registration No. 4,231,525
99. PATIENT EXPRESS	Registration No. 4,266,789
100. VET EXPRESS	Registration No. 4,266,791
101. ONCOQOL	Registration No. 4,309,929
102. ERYTHROQOL	Registration No. 4,343,453
103. MEDIBOLIC	Registration No. 4,355,773
104. THORNE PERFORMANCE	Registration No. 4,392,379
105. VITALITY IN MOTION	Registration No. 4,392,380
106. CATALYTE	Registration No. 4,392,385
107. ELEVATE	Registration No. 4,392,386
108. MODULATE	Registration No. 4,392,406
109. ONCOQOL QUALITY OF LIFE THROUGH TARGETED NUTRACEUTICALS	Registration No. 4,392,926
110. THE THORNE PERFORMANCE SYSTEM	Registration No. 4,400,241
111. FIBERMEND	Registration No. 4,410,287
112. ONCOQOL	Registration No. 4,445,145
113. Q-CHARGE	Registration No. 4,454,439
114. TRUCARDIA	Registration No. 4,489,492
115. LIPOCARDIA	Registration No. 4,555,712
116. PEPTI-GUARD	Registration No. 4,555,728
117. GLYCO-TONE	Registration No. 4,555,729
118. STEROLIPIN	Registration No. 4,555,730
119. IMMUNOVET	Registration No. 4,555,791
120. THORNEVET	Registration No. 4,579,122
121. PURELY DRIVEN	Registration No. 4,591,155
122. VEGANPRO COMPLEX	Registration No. 4,615,259

123. THORNEFX	Registration No. 4,615,301
124. NIACEL	Registration No. 4,796,156
125. ENTEROMEND	Registration No. 4,837,342
126. CYNAMBRA	Registration No. 4,876,798
127. THORNE -- PURE INGREDIENTS, TRUSTED RESULTS, WORLDWIDE	Registration No. 4,902,744
128. THORNE THERAPEUTICS	Registration No. 4,956,410
129. BECAUSE WHAT YOU PUT ON YOUR SKIN MATTERS	Registration No. 4,973,648
130. TARGETING SOLUTIONS FOR LIFESTYLE MEDICINE	Registration No. 5,147,004
131. RESVERACEL	Registration No. 5,218,436
132. GINGERPRO	Registration No. 5,235,806
133. THORNE	Registration No. 5,257,935
134. FLORASPORT 20B	Registration No. 5,277,254
135. PECTINATE	Registration No. 5,418,724
136. PURETAB	Registration No. 5,444,409
137. T. ASTHMATICA	Registration No. 2,295,454

II. TRADEMARK APPLICATIONS

The following is the complete list of the pending applications for Thorne Research trademarks at the U.S. Trademark Office. Thorne Research is the owner of these pending applications.

1. ENVIROCLEAR	Serial No. 87/225,736
2. HMB ADVANTAGE	Serial No. 87/302,003
3. 3-K COMPLETE	Serial No. 87/398,168
4. FITBIOME	Serial No. 87/587,627
5. GLS	Serial No. 87/786,904
6. RecoveryPro	Serial No. 87/928,241
7. FloraPro-LP Probiotic	Serial No. 87/928,276

III. TRADEMARK LICENSES

[See below]

1. Niagen Supply Agreement, dated as of July 9, 2013, by and between Thorne Research, Inc. and ChromaDex, Inc. The intellectual property licensed is the trademark NIAGEN.
2. Addendum to Nicotinamide Riboside Supply Agreement, dated as of July 24, 2015, by and between Thorne Research, Inc. and ChromaDex, Inc. The intellectual property licensed is the trademark NIAGEN.
3. Second Addendum to Nicotinamide Riboside Supply Agreement, dated as of September 14, 2016, by and between Thorne Research, Inc. and ChromaDex, Inc. The intellectual property licensed is the trademark NIAGEN.
4. Trademark License Agreement, dated as of June 8, 2017, by and between Thorne Research, Inc. and ChromaDex, Inc. The intellectual property licensed is the trademark NIAGEN.
5. New Strategic Alliance Agreement, dated as of November 1, 2015, by and between Thorne Research, Inc. and Indena S.p.A. The intellectual property licensed is the trademarked product names of Indena, such as MERIVA.
6. Exclusive Supply and Sole Source Agreement, dated as of October 2, 2017, by and between Thorne Research, Inc. and Verdant Oasis LLC. The intellectual property licensed is the trademarked product names of Verdant Oasis LLC.
7. Trademark License Agreement, dated as of October 2, 2017, by and between Thorne Research, Inc. and Verdant Oasis LLC. The intellectual property licensed is the trademarked product names of Verdant Oasis LLC.
8. Content License, dated as of June 1, 2015, by and between Thorne Research, Inc. and Mayo Foundation for Medical Education and Research. The intellectual property licensed is the Mayo Clinic syndicated content library as identified and furnished by Mayo Foundation for Medication Education and Research to Thorne Research.
9. Trademark License Agreement, dated as of August 8, 2011, by and between Thorne Research, Inc. and Ultimate Formulations Inc. The intellectual property licensed is the trademarked product name of Q-Best.