

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512399

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|---|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | Partial Release of Security Interest in Trademarks recorded at R/F 6291/0959 |                       |  |
| <b>CONVEYING PARTY DATA</b>   |  |                       |  |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>                       |
| Glas Trust Company LLC, as Collateral Agent   |  | 03/01/2019            | Limited Liability Company: NEW HAMPSHIRE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | Nutra Manufacturing, Inc.  |                       |  |
| <b>Street Address:</b>  | 1050 Woodruff Road   |                       |  |
| <b>City:</b>  | Greenville   |                       |  |
| <b>State/Country:</b>   | SOUTH CAROLINA   |                       |  |
| <b>Postal Code:</b>   | 29607  |                       |  |
| <b>Entity Type:</b>   | Corporation: DELAWARE  |                       |  |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 5186637  | NUTRA MANUFACTURING   |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 2127514864   |                       |  |
| <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> |  |                       |  |
| <b>Phone:</b>   | 212-906-1216   |                       |  |
| <b>Email:</b>   | angela.amaru@lw.com  |                       |  |
| <b>Correspondent Name:</b>  | Latham & Watkins LLP c/o Angela M. Amaru                                     |                       |  |
| <b>Address Line 1:</b>  | 885 Third Avenue   |                       |  |
| <b>Address Line 4:</b>  | New York, NEW YORK 10022   |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 06068-0001   |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Angela M. Amaru  |                       |  |
| <b>SIGNATURE:</b>   | /s/ Angela M. Amaru  |                       |  |
| <b>DATE SIGNED:</b>   | 03/01/2019   |                       |  |
| <b>Total Attachments: 3</b>   |  |                       |  |
| source=GNC - Term Trademark Release#page1.tif   |  |                       |  |
| source=GNC - Term Trademark Release#page2.tif   |  |                       |  |
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## PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS PARTIAL RELEASE, dated as of March 1, 2019 (this "Release"), is made by GLAS TRUST COMPANY LLC, as Collateral Agent (the "Collateral Agent") in favor of Nutra Manufacturing, Inc. ("Nutra"), as assignee of the Released Collateral.

WHEREAS, pursuant to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of February 28, 2018, in favor of the Collateral Agent, General Nutrition Investment Company ("GNIC") executed and delivered the Trademark Security Agreement, dated as of February 28, 2018, in favor of the Collateral Agent, which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 6291, Frame 0959, on March 14, 2018 (the "Trademark Security Agreement"). Capitalized Terms not defined herein shall have the meanings attributed to them in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, GNIC granted to the Collateral Agent, for the ratable benefit (without regard to control of remedies or applications of payments) of the Secured Parties, a security interest in all of GNIC's right, title and interest in and to, the Trademark Collateral, including the following:

- a) (i) the Trademarks identified in Schedule I, and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above; and
- b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements of any of the Collateral described in (a) above, and (ii) all income, royalties, damages, and other payments now and thereafter due and/or payable with respect to any of the Collateral described in (a) above (collectively, the "Released Collateral");

WHEREAS, pursuant to that certain Trademark and Domain Name Assignment dated February 26, 2019, GNIC assigned all right, title and interest in and to the Released Collateral to Nutra; and


WHEREAS, the Collateral Agent acknowledges that the conditions for termination of its security interest in the Released Collateral have been met, and accordingly, GNIC and Nutra desire that, and the Collateral Agent has agreed to, execute this Release, in favor of Nutra as assignee of the Released Collateral, releasing and terminating all of its security interest covering solely the Released Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent hereby releases and terminates its security interest solely in the Released Collateral, and assigns to Nutra, any and all right, title and interest it may have in and to, solely the Released Collateral. For the avoidance of doubt, except as to the Released Collateral, the security interest of Collateral Agent in the Trademark Collateral (including all other Trademarks listed on Schedule 1 to the Trademark Security Agreement) shall continue in full force and effect as if this Partial Release had not been provided.

[Signature Page Follows]

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

GLAS TRUST COMPANY LLC,  
as Collateral Agent

By:   
Name: Martin Reed  
Title: Vice President

**SCHEDULE I**

| <b>Trademark</b>    | <b>Application Number<br/>Application Date</b> | <b>Registration Number<br/>Registration Date</b> | <b>Status</b> | <b>Owner</b>                 |
|---------------------|--|--|---------------|------------------------------|
| NUTRA MANUFACTURING | 87233888<br>11/11/2016                         | 5186637<br>4/18/2017                             | Registered    | Nutra<br>Manufacturing, Inc. |