

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest in Trademarks recorded at R/F 6291/0472		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		03/01/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Nutra Manufacturing, Inc.		
Street Address:	1050 Woodruff Road		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29607		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5186637	NUTRA MANUFACTURING	
CORRESPONDENCE DATA			
Fax Number:	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>			
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:	06068-0001		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	03/01/2019		
Total Attachments: 4			
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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 JPMorgan Chase Bank, N.A., as Collateral Agent (the “Collateral Agent”) in favor of Nutra Manufacturing, Inc. (“Nutra”), as assignee of the Released Collateral.

WHEREAS, pursuant to that certain 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 0472, 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

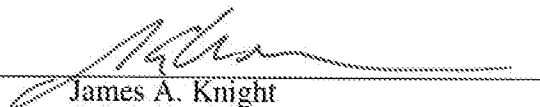
WHEREAS, the Collateral Agent acknowledges that the conditions for termination of its security interest in the Released Collateral have been met, and accordingly, GNIC and Nutra desire that, and the Collateral Agent has agreed to, execute this Release, in favor of Nutra as assignee of the Released Collateral,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

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: James A. Knight
Title: Executive Director

Signature Page to Release of Security Interest in Trademarks

TRADEMARK
REEL: 006578 FRAME: 0828

SCHEDULE I

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
NUTRA MANUFACTURING	87233888 11/11/2016	5186637 4/18/2017	Registered	Nutra Manufacturing, Inc.