

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM512827

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citibank, N.A.		03/01/2019	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INTERNATIONAL VITAMIN CORPORATION		
<b>Street Address:</b>	1 Park Plaza		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92614		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	IVP, LLC		
<b>Street Address:</b>	4615 Dairy Drive		
<b>City:</b>	Greenville		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29607		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	IVD, LLC		
<b>Street Address:</b>	10101 Roosevelt Boulevard		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19154		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 46</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0502058	ALLBEE	
<b>Registration Number:</b>	5055830	FIELDS OF NATURE	
<b>Registration Number:</b>	4142658	GRAYAWAY	
<b>Registration Number:</b>	1977278	INTERGEL	
<b>Registration Number:</b>	3930532	IVC	
<b>TRADEMARK</b>			

Property Type	Number	Word Mark
Registration Number:	5065452	OCUSIGHT
Registration Number:	5107870	POSTURE-D
Registration Number:	2224413	PROTEGRA
Registration Number:	2434021	PROTEGRA
Registration Number:	2008952	PROTEGRA MEANS PROTECTION
Registration Number:	2432045	SMARTCARE
Registration Number:	0898148	STRESSTABS
Registration Number:	1058922	Z-BEC
Registration Number:	2476129	SOY CARE
Registration Number:	5228101	SPECTROVITE
Registration Number:	1337530	POSTURE
Registration Number:	2743427	CENTURY ACTIVE
Registration Number:	3325048	CENTURY ADVANTAGE
Registration Number:	1881142	CENTURY SENIOR
Registration Number:	2694066	ESTROPLUS
Registration Number:	4188201	VITAMIN FINDER
Registration Number:	4273204	COMFORT FLEX
Registration Number:	4227282	MEGA KRILL
Registration Number:	4285309	4X PROBIOTIC
Registration Number:	4381332	VISIONSHIELD
Registration Number:	4483778	4X
Registration Number:	4482493	4X COMFORT FLEX
Registration Number:	4556876	4X IMMUNE
Registration Number:	4552671	4X ADVANCED EYE HEALTH
Registration Number:	4467909	INSYNC
Registration Number:	4467923	GI GUARD
Registration Number:	4752415	BIO-RELEASE
Registration Number:	4467924	4X PROSTATE HEALTH
Registration Number:	2250573	ACTIVE KIDS
Registration Number:	4017304	YOUR VITAMIN FINDER
Registration Number:	4381261	VITA-MINI
Serial Number:	87615880	CLIPP
Serial Number:	86830818	ESTROHEALTH
Serial Number:	86708506	FRUIT FIRST
Serial Number:	86838140	LIGHTSHIELD
Serial Number:	86708531	NUTRI-GLIDE
Serial Number:	86708553	TOTALFLEX
Serial Number:	87235706	PHYTO TRIM

Property Type	Number	Word Mark
Serial Number:	87003888	COMPLETE ADVANTAGE
Serial Number:	87615883	CLIPP
Serial Number:	87615885	CLIPP

#### CORRESPONDENCE DATA

**Fax Number:** 3127069000

*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:** 312-701-7640

**Email:** enash@mayerbrown.com, mdecember@mayerbrown.com

**Correspondent Name:** Emily Nash

**Address Line 1:** P.O. Box 2828

**Address Line 4:** Chicago, ILLINOIS 60690-2828

<b>NAME OF SUBMITTER:</b>	Emily Nash
<b>SIGNATURE:</b>	/EN/
<b>DATE SIGNED:</b>	03/05/2019

#### Total Attachments: 8

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**RELEASE OF SECURITY INTERESTS IN  
TRADEMARKS**

This **RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this “Release”) is made as of March 1, 2019 (this “Release”) by Citibank, N.A., as Administrative Agent for the benefit of the Secured Parties (in such capacity, the “Administrative Agent”) in favor of International Vitamin Corporation (“IVC”), IVP, LLC (“IVP”) and IVD, LLC (“IVD” and, together with IVC and IVP, each, individually, a “Grantor”, and, collectively, the “Grantors”). Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

**WHEREAS**, the Administrative Agent and the Grantors are party to a Security Agreement, dated as of March 10, 2015, and a separate Security Agreement, dated as of October 30, 2017 (as supplemented by that certain Joinder Agreement, dated as of June 29, 2018, between IVD and the Administrative Agent, and as further amended, amended and restated, supplemented or otherwise modified to the date hereof, the “Security Agreement”), pursuant to which (i) IVC executed and delivered to the Administrative Agent that certain Trademark Security Agreement, dated as of March 10, 2015 (the “First IVC Trademark Security Agreement”), (ii) IVC and IVP executed and delivered to the Administrative Agent that certain Trademark Security Agreement, dated as of October 30, 2017 (as amended, amended and restated, supplemented or otherwise modified to the date hereof, the “Second IVC Trademark Security Agreement”), and (iii) IVD executed and delivered to the Administrative Agent that certain Trademark Security Agreement, dated as of June 29, 2018 (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the “IVD Trademark Security Agreement” and, together with the First IVC Trademark Security Agreement and the Second IVC Trademark Security Agreement, each, individually, an “IP Security Agreement”, and, collectively, the “IP Security Agreements”);

**WHEREAS**, pursuant to the terms and conditions of the Security Agreement and the IP Security Agreements, Grantor granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all the Grantor’s right, title, and interest in, to and under the following assets and properties whether now owned or hereafter acquired or arising and wherever located or in which such Grantor now has or at any time hereafter acquires (collectively, the “IP Collateral”):

- (i) each Trademark, including, without limitation, each registered and applied for United States trademark or trademark application and all goodwill associated with or symbolized by each trademark listed on Schedule A hereto; and
- (ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds or and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any United States trademark identified on Schedule A hereto);

**WHEREAS**, the First IVC Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 12, 2015 at Reel/Frame 005514/0585;

**WHEREAS**, the Second IVC Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 18, 2017 at Reel/Frame 006230/0840;

**WHEREAS**, the IVD Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 19 2018 at Reel/Frame 006440/0928; and

**WHEREAS**, the Administrative Agent has agreed to terminate and release the security interest in the IP Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Administrative Agent hereby terminates and releases in its entirety its security interest and lien in all of the Grantors' right, title, and interest in, to and under the IP Collateral, and reassigns to the Grantors any and all such right, title and interest in such IP Collateral, free and clear of all such security interest and lien.

2. To the extent the Administrative Agent retains any such interest, the Administrative Agent hereby assigns, transfers and conveys to the Grantors, all of the Administrative Agent's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest in the IP Collateral, including, without limitation, the entire right, title and interest in and to the IP Collateral, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto and the goodwill of the business to which the IP Collateral relates. Such assignment, transfer and conveyance by the Administrative Agent is made without any representation or warranty (express or implied) by the Administrative Agent, except that the Administrative Agent has not transferred or conveyed any interest therein.

3. This Release may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release.

4. The Administrative Agent authorizes and requests that the Commissioner for Patents and Trademarks and any other applicable government officer record this Release.

5. **THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.**

IN WITNESS WHEREOF, the Administrative Agent has caused this Release of Security Interests In Trademarks to be duly executed as of the date first set forth above.

CITIBANK, N.A., as Administrative Agent

By: 

Name: James Earnest

Title:

James Earnest  
Director  
Citi Commercial Bank  
99 Wood Ave., 2nd Fl  
Iselin, NJ 08830  
732-650-3601

**Schedule A****Trademarks****A. International Vitamin Corporation**

<b>Grantor</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Registration Date</b>
International Vitamin Corporation	ALLBEE	United States	0,502,058	09/14/1948
International Vitamin Corporation	FIELDS OF NATURE	United States	5,055,830	10/04/16
International Vitamin Corporation	GRAYAWAY	United States	4,142,658	05/15/2012
International Vitamin Corporation	INTERGEL	United States	1,977,278	05/28/1996
International Vitamin Corporation	IVC	United States	3,930,532	03/15/2011
International Vitamin Corporation	OCUSIGHT	United States	5,065,452	10/18/2016
International Vitamin Corporation	POSTURE-D	United States	5,107,870	12/27/2016
International Vitamin Corporation	PROTEGRA	United States	2,224,413	02/16/1999
International Vitamin Corporation	PROTEGRA	United States	2,434,021	03/06/2001
International Vitamin Corporation	PROTEGRA MEANS PROTECTION	United States	2,008,952	10/15/1996
International Vitamin Corporation	SMARTCARE	United States	2,432,045	02/27/2001
International Vitamin Corporation	STRESSTABS	United States	0,898,148	09/08/1970
International Vitamin Corporation	Z-BEC	United States	1,058,922	02/15/1977

International Vitamin Corporation	SOY CARE	United States	2,476,129	08/07/2001
International Vitamin Corporation	SPECTROVITE	United States	5,228,101	06/20/2017
International Vitamin Corporation	SMARTCARE	CTM	00101683	06/07/2000
International Vitamin Corporation	SOYCARE	CTM	000992438	04/07/2000
International Vitamin Corporation	POSTURE	United States	1337530	05/28/1985

B. IVP, LLC

Grantor	Mark	Jurisdiction	Registration No.	Registration Date
IVP, LLC	CENTURY ACTIVE	United States	2,743,427	07/29/2003
IVP, LLC	CENTURY ADVANTAGE	United States	3,325,048	10/30/2007
IVP, LLC	CENTURY SENIOR	United States	1,881,142	02/28/1995
IVP, LLC	ESTROPLUS	United States	2,694,066	03/04/2003
IVP, LLC	VITAMIN FINDER	United States	4,188,201	08/07/2012
IVP, LLC	COMFORT FLEX	United States	4,273,204	01/08/2013
IVP, LLC	MEGA KRILL	United States	4,227,282	10/16/2012
IVP, LLC	4X PROBIOTIC	United States	4,285,309	02/05/2013
IVP, LLC	VISIONSHIELD	United States	4,381,332	08/06/2013
IVP, LLC	4X	United States	4,483,778	02/18/2014
IVP, LLC	4X COMFORT FLEX	United States	4,482,493	02/11/2014
IVP, LLC	4X IMMUNE	United States	4,556,876	06/24/2014
IVP, LLC	4X ADVANCED EYE HEALTH	United States	4,552,671	06/17/2014



IVP, LLC	INSYNC	United States	4,467,909	01/14/2014
IVP, LLC	GI GUARD	United States	4,467,923	01/14/2014
IVP, LLC	BIO-RELEASE	United States	4,752,415	06/09/2015
IVP, LLC	4X PROSTATE HEALTH	United States	4,467,924	01/14/2014
IVP, LLC	ONE SOURCE	Canada	TMA544560	05/04/2001
IVP, LLC	ONE SOURCE	EU	002134096	01/24/2003
IVP, LLC	ONE SOURCE	China	1,564,446	05/07/2001
IVP, LLC	ACTIVE KIDS	United States	2,250,573	06/01/1999
IVP, LLC	YOUR VITAMIN FINDER	United States	4,017,304	08/23/2011
IVP, LLC	VITA-MINI	United States	4,381,261	08/06/2013

C. IVD, LLC

Grantor	Mark	Jurisdiction	Serial No.	Registration Date
IVD, LLC	CLIPP	U.S.	87615880	Published February 6, 2018

Trademark Applications

A. International Vitamin Corporation

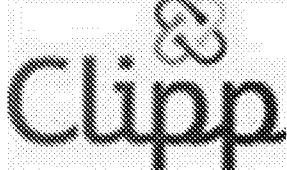
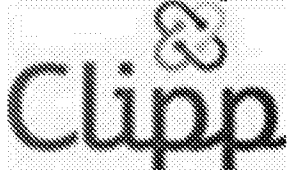
Grantor	Mark	Jurisdiction	ITU Status	Application No.	Filing Date
International Vitamin Corporation	ESTROHEALTH	United States	SOU due 12/28/2017	86/830,818	11/24/2015
International Vitamin Corporation	FRUIT FIRST	United States	SOU due 02/09/2018	86/708,506	07/29/2015

International Vitamin Corporation	LIGHTSHIELD	United States	SOU due 12/28/2017	86/838,140	12/03/2015
International Vitamin Corporation	NUTRI-GLIDE	United States	SOU due 02/09/2018	86/708,531	07/29/2015
International Vitamin Corporation	TOTALFLEX	United States	SOU due 11/03/2017	86/708,553	07/29/2015
International Vitamin Corporation	PHYTO TRIM	United States	SOU due 01/04/2018	87/235,706	11/14/2016

B. IVP, LLC

Grantor	Mark	Jurisdiction	ITU Status	Application No.	Filing Date
IVP, LLC	COMPLETE ADVANTAGE	United States	SOU due 3/7/18	04/18/2016	87/003,888
IVP, LLC	INSYNC	Canada		09/25/2013	1645087
IVP, LLC	GI GUARD	Canada		09/25/2013	1645088

C. IVD, LLC

Grantor	Mark	Jurisdiction	ITU Status	Application No.	Filing Date
IVD, LLC	CLIPP and Design 	U.S.		87615883	Pending - Non-Final Action January 1, 2018
IVD, LLC	CLIPP and Design 	U.S.		87615885	Pending - Non-Final Action January 1, 2018

Licensed Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
IVD, LLC	Delavau Pharmaceutical Partners <sup>1</sup>	U.S.		

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<sup>1</sup> This is a non-exclusive, royalty-free and non-transferable license granted under that certain asset purchase agreement dated as of March 2, 2018 entered into by and between Delavau, LLC, a Delaware limited liability company and IVD, LLC, a Delaware limited liability company (the "Asset Purchase Agreement"), which expires on April 27, 2019.