

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM514919

<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.		03/18/2019	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC		
<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: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5597568	HERBALIFE 24 NUTRITION FOR THE 24-HOUR A	
<b>Registration Number:</b>	5623138	HERBALIFE NUTRITION	
<b>Registration Number:</b>	5551257	HERBALIFE NUTRITION	
<b>Serial Number:</b>	88169739	HERBALIFE NUTRITION HNF FOUNDATION	
<b>Serial Number:</b>	86414793	HERBALIFE NUTRITION	
<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>	038507-0722		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		
<b>DATE SIGNED:</b>	03/19/2019		
<b>Total Attachments: 5</b>			

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 18, 2019 (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.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each 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:

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK  
REEL: 006594 FRAME: 0234**

IN WITNESS WHEREOF, each 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:  
Title:

Accepted and Agreed:

**JEFFERIES FINANCE LLC,  
as Collateral Agent**

By: Paul Chisholm  
Name: Paul Chisholm  
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK  
REEL: 006594 FRAME: 0235**

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

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
		1				
HERBALIFE NUTRITION FOUNDATION HNF logo	Applied	88169739	10/25/18	N/A	N/A	Herbalife International, Inc.
Herbalife 24 Nutrition for the 24-hour athlete achieve	Registered	87779358	2/1/18	5597568	10/30/18	Herbalife International, Inc.
HERBALIFE NUTRITION & device	Registered	86984235	3/24/16	5623138	12/4/18	Herbalife International, Inc.
HERBALIFE NUTRITION & device	Registered	86983857	3/24/16	5551257	8/28/18	Herbalife International, Inc.
HERBALIFE NUTRITION	Pending	86414793	10/3/2014	N/A	N/A	Herbalife International, Inc.

<sup>1</sup> Intent to use application