

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520784

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CNMC Distribution, LLC		07/06/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	87845164	COMPLETE ELITE
Registration Number:	5131153	COMPLETE NUTRITION
Registration Number:	5014400	EMBODYMENTS
Registration Number:	5014223	EMBODYLEAN
Registration Number:	4009120	COMPLETENUTRITION
Registration Number:	3995221	CTS360
Registration Number:	4519266	PRIME ABS
Registration Number:	4412255	TRUFORM
Registration Number:	4344229	REFIRM
Registration Number:	4344228	MANCORE
Registration Number:	4309002	TRIM 10
Registration Number:	4254116	3PLENISH
Registration Number:	4290310	SEN-FRX
Registration Number:	4351524	PRIME TRIM
Registration Number:	4351523	PRIME DRIVE
Registration Number:	4290283	ISO-Z5
Registration Number:	4290282	ELITE GOLD
Registration Number:	4136995	XALT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3287914	COMPLETENUTRITION LOOK BETTER. FEEL BETT
Registration Number:	2994199	RECLAIM

CORRESPONDENCE DATA

Fax Number: 6082584258
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: 6082584204
Email: jrodriguez@foley.com
Correspondent Name: Tricia L. Schulz - Foley & Lardner LLP
Address Line 1: 150 East Gilman Street
Address Line 2: Suite 5000
Address Line 4: Madison, WISCONSIN 53703

ATTORNEY DOCKET NUMBER:	118084-0104
NAME OF SUBMITTER:	Tricia L. Schulz
SIGNATURE:	/tschulz/
DATE SIGNED:	04/25/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 6, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as grantor on the signature pages hereto (the “**Grantor**”) in favor of Monroe Capital Management Advisors, LLC, as Administrative Agent for the lenders from time to time party to the Credit Agreement (as defined below) (the “**Lenders**”) (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantor and certain of its affiliates have entered into a Credit Agreement dated as of July 6, 2018 (as amended, restated, supplemented or otherwise modified from time to time the “**Credit Agreement**”), with the Administrative Agent and Lenders party thereto.

WHEREAS, as a condition precedent to the making of loans by the Lenders under the Credit Agreement, the Grantor and certain of its affiliates have executed and delivered to the Administrative Agent that certain Guaranty and Collateral Agreement dated as of July 6, 2018 made by the Grantor, the Administrative Agent and the other parties party thereto from time to time (as amended, restated, supplemented or otherwise modified from time to time the “**Guaranty and Collateral Agreement**”).

WHEREAS, under the terms of the Guaranty and Collateral Agreement, the Grantor has granted to the Administrative Agent a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this for recording with national, federal and state government authorities, including, but not limited to, 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 Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. GRANT OF SECURITY

To secure the payment and performance of the Secured Obligations (as defined in the Guaranty and Collateral Agreement), the Grantor hereby grants to the Administrative Agent for the ratable benefit of the Lenders a continuing security interest in all of such Grantor’s entire right, title and interest in and to the following (the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired, created or arising:

- (i) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(ii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(iii) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(iv) all other rights of any kind accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.

SECTION 2. LOAN DOCUMENTS

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Lenders pursuant to the Guaranty and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral 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 Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control.

SECTION 3. RECORDATION

The Grantor authorizes and requests the Commissioner for Trademarks and any other government officials to record and register this Agreement.

SECTION 4. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full (as defined in the Guaranty and Collateral Agreement) of the Secured Obligations. At the request and sole expense of Grantors (as defined in the Guaranty and Collateral Agreement), upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 5. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law principles that would apply the laws of another jurisdiction.

SECTION 6. COUNTERPARTS

This Agreement may be executed in any number of 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. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Remainder of page intentionally left blank]

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

GRANTOR:

CNMC DISTRIBUTION, LLC, a
Delaware limited liability company

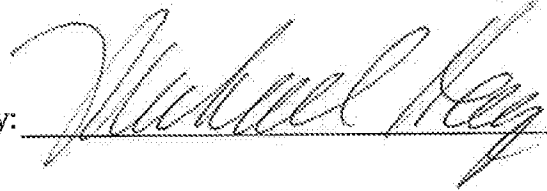
By: 
Name: Matthew Ray
Title: Chief Restructuring Officer

[Signature Page to Trademark Security Agreement]

ADMINISTRATIVE AGENT:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent**

By: _____

A handwritten signature in cursive script, appearing to read "Michael King", is written over a horizontal line. The signature is written in black ink and is positioned to the right of the "By:" label.

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

Mark	Application/Registration No.	Jurisdiction
COMPLETE ELITE	87/845164	U.S.
COMPLETE NUTRITION	5131153	U.S.
EMBODYMENTS	5014400	U.S.
EMBODYLEAN	5014223	U.S.
COMPLETENUTRITION	4009120	U.S.
CTS360	3995221	U.S.
PRIME ABS	4519266	U.S.
TRUFORM	4412255	U.S.
REFIRM	4344229	U.S.
MANCORE	4344228	U.S.
TRIM 10	4309002	U.S.
3PLENISH	4254116	U.S.
SEN-FRX	4290310	U.S.
PRIME TRIM	4351524	U.S.
PRIME DRIVE	4351523	U.S.
ISO-Z5	4290283	U.S.
ELITE GOLD	4290282	U.S.
XALT	4136995	U.S.
COMPLETENUTRITION LOOK BETTER. FEEL BETTER. PERFORM BETTER.	3287914	U.S.
RECLAIM	2994199	U.S.