

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM524846

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Innovitamin Organics, LLC		05/10/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Funding IV Trust		
<b>Street Address:</b>	7255 Woodmont Ave.		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87168463	BEAUTY R&R	
<b>Serial Number:</b>	77789026	VINE-TO-CAPSULE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Sarah.Bundy@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Jonathan Stoian		
<b>SIGNATURE:</b>	/Jonathan Stoian/		
<b>DATE SIGNED:</b>	05/23/2019		
<b>Total Attachments: 6</b>			
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**FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

THIS FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "Supplement") made as of this 10<sup>th</sup> day of May, 2019 by INNOVITAMIN ORGANICS, LLC, a Delaware limited liability company (the "Grantor"), in favor of MIDCAP FUNDING IV TRUST, in its capacity as Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement) and successor by assignment from MidCap Funding X Trust, successor by assignment from MidCap Financial Trust (together with its successors and assigns, "Grantee");

**WITNESSETH:**

WHEREAS, Grantor, Grantee and certain financial institutions are parties to that certain Credit and Security Agreement dated as of January 22, 2015 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of October 9, 2015 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor's now existing and hereafter New Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

(i) 1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including

without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

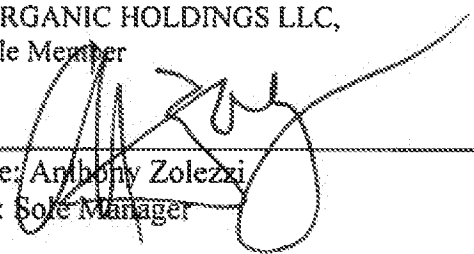
*[Signatures on Following Page]*

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this First Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

INNOVITAMIN ORGANICS, LLC, a  
Delaware limited liability company

By ORGANIC HOLDINGS LLC,  
its sole Member

By:   
Name: Anthony Zolezzi  
Title: Sole Manager

Agreed and Accepted  
As of the Date First Written Above:

**GRANTEE:**

**MIDCAP FUNDING IV TRUST,**  
a Delaware statutory trust

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By: 

Name: Maurice Amsellem

Title: Authorized Signatory

SCHEDULE A TO SECOND SUPPLEMENT TO TRADEMARK SECURITY  
AGREEMENT  
DATED MAY 10, 2019

Trademark Applications

None.

Trademarks

OWNER	TRADEMARK	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	DATE REGISTERED
INNOVITAMIN ORGANICS, LLC	BEAUTY R&R	87/168,463	9/12/2016	5351623	12/5/2017
INNOVITAMIN ORGANICS, LLC	VINE TO CAPSULE	77/789,026	7/24/2009	3855565	10/5/2010