

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Doctor's Best Inc.		05/22/2019	Corporation: DELAWARE
Zipfizz Corporation		05/22/2019	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	MUFG Union Bank, N.A.		
Street Address:	18300 Von Karman Ave., Suite 310		
Internal Address:	Attn: Gregory Dubnansky		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5092263	MENOSTRONG	
Registration Number:	5092264	HEART PRIME	
Registration Number:	5092265	GLUTEN RESCUE	
Registration Number:	5092266	ARTERY PRIME	
Registration Number:	5096938	MENOPAUSE SPECTRUM	
Registration Number:	5314024		
Registration Number:	5358726	DOCTOR'S BEST	
Registration Number:	2993125	ZIPFIZZ	
Registration Number:	5191476	ZIPFIZZ	
Registration Number:	3379417	IMMUNE FIZZ	
Registration Number:	4382103		
Registration Number:	4895952	POP THE POWER	
Registration Number:	4334829	WHAT'S IN YOUR WATER?	
Registration Number:	4829084	ZF ENERGY HYDRATION	
Registration Number:	5157199	B12 ENERGY	
Serial Number:	88255656	VITABEANS	
Serial Number:	87619010	ZF ENERGY HYDRATION	

CH \$440.00 5092263

CORRESPONDENCE DATA**Fax Number:** 2134432926*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:** 213-617-5493**Email:** jcravitz@sheppardmullin.com**Correspondent Name:** Sheppard, Mullin, Richter & Hampton LLP**Address Line 1:** 333 S. Hope St., 43rd Floor**Address Line 2:** Attn: J. Cravitz**Address Line 4:** Los Angeles, CALIFORNIA 90071**ATTORNEY DOCKET NUMBER:** 0A22-244657**NAME OF SUBMITTER:** Julie Cravitz**SIGNATURE:** /julie cravitz/**DATE SIGNED:** 05/29/2019**Total Attachments: 10**

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SECOND AMENDED AND RESTATED SECURITY AGREEMENT

This Second Amended and Restated Security Agreement ("Agreement") is executed at Los Angeles, California on May 22, 2019 by DOCTOR'S BEST INC., a Delaware corporation ("Doctor's Best") and Zipfizz Corporation, a Washington corporation ("Zipfizz" and, together with Doctor's Best, "Debtors").

As security for the payment and performance of all of Debtors' obligations to MUFU UNION BANK, N.A., (herein called "Bank"), regardless of the manner in which or the time at which such obligations arose or shall arise, whether direct or indirect, alone or with others, or absolute or contingent, each Debtor hereby grants a continuing security interest in, and assigns and transfers to Bank, the following personal property, whether or not delivered to or in the possession or control of Bank or its agents, and whether now or hereafter owned or in existence, and all proceeds thereof (hereinafter called the "Collateral"):

All present and hereafter acquired personal property including but not limited to all cash, cash equivalents, accounts, bank and deposit accounts (including any control account, disbursement account and any other bank accounts, chattel paper, Swap Contract (as defined in this Agreement), instruments, books and records, personal property aspects of leasehold estates in real property, contract rights, general intangibles (including all intellectual property, stock, claims, contract rights, and choses in action), goods, equipment inventory, documents, certificates of title, deposit accounts, returned or repossessed goods, fixtures, commercial tort claims, insurance claims, rights and policies, letter of credit rights, investment property, supporting obligations, and the proceeds (including insurance proceeds), products, parts, accessories, attachments, accessions, replacements, substitutions, additions, and improvements of or to each of the foregoing.

All copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, now or hereafter existing, created, acquired or held, including without limitation those set forth on Schedule 1 attached hereto ("Copyrights"); all patents patent applications and like protections including without limitation improvements divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth in Schedule 2 attached hereto ("Patents"); all trademark and servicemark rights whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of each Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule 3 attached hereto ("Trademarks"); all amendments, renewals and extensions of any of the Copyrights, Patents, or Trademarks; all supporting obligations; and all proceeds, including insurance proceeds, of any of the foregoing.

"Accounts" means all accounts, whether or not defined in the Uniform Commercial Code of California (the "UCC"), now owned or hereafter acquired, including without limitation, (a) all accounts receivable, other receivables, book debts and other forms of obligations whether arising out of goods sold or services rendered or from any other transaction (including any such obligations that may be characterized as an account or contract under the UCC), (b) all purchase orders or receipts for goods or services, (c) all rights to any goods represented by any of the foregoing (including unpaid sellers' rights or rescission, replevin, reclamation and

stoppage in transit and rights to returned or repossessed goods), (d) all monies due or to become due under all purchase orders and contracts for the sale of goods or the performance of services or both or in connection with any other transaction (whether or not yet earned by performance) now or hereafter in existence, including the right to receive the proceeds of said purchase orders and contracts, and (e) all collateral security and guaranties of any kind, now or hereafter in existence, with respect to any of the foregoing.

"Inventory" means all inventory now owned or hereafter acquired, wherever located, including without limitation all goods, merchandise and other personal property held for sale or lease or which is furnished under any contract of service or is held as raw materials, works or goods in process, materials and supplies of every nature used or consumed or to be used or consumed in the ordinary course of its business, whether now owned or hereafter acquired and the proceeds of products thereof.

"Equipment" means all equipment now owned or hereafter acquired, wherever located, including without limitation, all machinery, computers, machine tools, motors, equipment, furniture, furnishings, fixtures, vehicles (including motor vehicles and trailers), tools, parts, dies, jugs, goods (other than consumer goods, farm products or inventory), and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing.

In addition to the foregoing, "Collateral" shall include all accounts, general intangibles and all rights to payment of any kind relating to or otherwise arising in connection with or derived from any Swap Contract. As used herein, "Swap Contract" shall mean any swap, option, forward, spot or similar contract or agreement (or any combination thereof) relating to interest rates, foreign currencies or exchange rates, commodities, equities or securities, debt obligations or credit attributes, or other financial or economic measures or quantities, heretofore or hereafter entered into between any Debtor and Bank or an affiliate of Bank that (x) is subject to the same master agreement or netting agreement as any Interest Rate Hedge, or (y) is subject to an instrument or agreement which recites that the obligations thereunder are secured hereby; together with and including any and all modifications, replacements, extensions and renewals thereof. As used herein, "Interest Rate Hedge" shall mean any interest rate swap, forward swap or swaption, or interest rate cap or collar transaction, or similar transaction, heretofore or hereafter entered into between any Debtor and Bank or any affiliate of Bank with respect to all or any part of the indebtedness now or hereafter secured hereby in connection with or for the purpose of hedging or mitigating, fully or partially, interest rate risk under any debt instrument secured hereby.

Entities executing this Security Agreement as Debtor agree not to change their state of organization, principal place of business (if a general partnership or other nonregistered entity) or name, as identified below, without Bank's prior written consent:

<u>LEGAL NAME OF DEBTOR</u>	<u>STATE OF ORGANIZATION/ PRINCIPAL PLACE OF BUSINESS</u>
Doctor's Best Inc.	State of Delaware
Zippfizz Corporation	State of Washington

AGREEMENT

1. The term "credit" or "indebtedness" is used throughout this Agreement in its broadest and most comprehensive sense. Credit may be granted at the request of any one Debtor

without further authorization by or notice to any other Debtor. Collateral shall be security for all nonconsumer indebtedness of Debtors to Bank in accordance with the terms and conditions herein.

2. Each Debtor will: (a) pay when due all indebtedness to Bank; (b) execute such other documents and do such other acts and things as Bank may from time to time require to establish and maintain a valid perfected security interest in Collateral, including payment of all costs and fees in connection with any of the foregoing when deemed necessary by Bank; (c) furnish Bank such information concerning such Debtor and Collateral as Bank may from time to time request, including but not limited to current financial statements; (d) keep Collateral separate and identifiable where such Collateral is currently located and permit Bank and its representatives to inspect Collateral and/or records pertaining thereto from time to time during normal business hours; (e) not sell, assign or create or permit to exist any lien on or security interest in Collateral in favor of anyone other than Bank unless Bank consents thereto in writing and at Debtors' expense upon Bank's request remove any unauthorized lien or security interest and defend any claim affecting the Collateral; (f) pay all charges against Collateral prior to delinquency including but not limited to taxes, assessments, encumbrances, insurance and diverse claims, and upon any Debtor's failure to do so Bank may pay any such charge as it deems necessary and add the amount paid to the indebtedness of Debtors hereunder; (g) protect, defend and maintain the Collateral and the perfected security interest of Bank and initiate, commence and maintain any action or proceeding to protect the Collateral; (h) reimburse Bank for any expenses, including but not limited to reasonable attorneys' fees and expenses (including the allocated costs of Bank's in-house counsel and legal staff) incurred by Bank in seeking to protect, collect or enforce any rights in Collateral; (i) when required, provide insurance in form and amounts and with companies acceptable to Bank and when required, assign the policies or the rights thereunder to Bank; (j) maintain Collateral in good condition and not use Collateral for any unlawful purpose; (k) perform all of the obligations of the Debtors under the Collateral and save Bank harmless from the consequence of any failure to do so; and (l) at its own expense, upon request of Bank, notify any parties obligated to any Debtor on any Collateral to make payment to Bank and each Debtor hereby irrevocably grants Bank power of attorney to make said notifications and collections. Each Debtor hereby appoints Bank the true and lawful attorney of such Debtor and authorizes Bank to perform any and all acts which Bank in good faith deems necessary for the protection and preservation of Collateral or its value or Bank's perfected security interest therein, including transferring any Collateral into its own name and receiving the income thereon as additional security hereunder. Bank does not assume any of the obligations arising under the Collateral.

3. Each Debtor warrants that: (a) it is and will be the lawful owner of all Collateral free of all claims, liens, encumbrances and setoffs whatsoever, other than the security interest granted pursuant hereto; (b) it has the capacity to grant a security interest in Collateral to Bank; (c) all information furnished by each Debtor to Bank heretofore or hereafter, whether oral or written, is and will be correct and true as of the date given; and (d) if any Debtor is an entity, the execution, delivery and performance hereof are within its powers and have been duly authorized.

4. The term default shall mean the occurrence of any of the following events: (a) failure of any Debtor to make any payment of any indebtedness to Bank when due; (b) deterioration or impairment of the value of any of the Collateral; (c) any breach, misrepresentation or other default by any Debtor under this Agreement or any other agreements between Bank and any Debtor; (d) a change in ownership or control of ten percent or more of the equity interest of any Debtor; or (e) the deterioration of financial condition of any Debtor which results in Bank deeming itself, in good faith, insecure.

5. Whenever a default exists, Bank, at its option, may: (a) without notice accelerate the maturity of any part or all of the indebtedness and terminate any agreement for the granting of further credit to any Debtor; (b) sell, lease or otherwise dispose of Collateral at public or private sale; (c) transfer any Collateral into its own name or that of its nominee; (d) retain Collateral in satisfaction of obligations secured hereby, with notice of such retention sent to any Debtor as required by law; (e) notify any parties obligated on any Collateral consisting of accounts, instruments, chattel paper, choses in action or the like to make payment to Bank and enforce collection of any Collateral; (f) file any action or proceeding which Bank may deem necessary or appropriate to protect and preserve the right, title and interest of the Bank in the Collateral; (g) require any Debtor to assemble and deliver any Collateral to Bank at a reasonably convenient place designated by Bank; (h) apply all sums received or collected from or on account of Collateral, including the proceeds of any sale thereof, to the payment of the costs and expenses incurred in preserving and enforcing rights of Bank, including reasonable attorneys' fees (including the allocated costs of Bank's in-house counsel and legal staff), and indebtedness secured hereby in such order and manner as Bank in its sole discretion determines; Bank shall account to such Debtor for any surplus remaining thereafter, and shall pay such surplus to the party entitled thereto, including any second secured party who has made a proper demand upon Bank and has furnished proof to Bank as requested in the manner provided by law; in like manner, each Debtor agrees to pay to Bank without demand any deficiency after any Collateral has been disposed of and proceeds applied as aforesaid; and (i) exercise its banker's lien or right of setoff in the same manner as though the credit were unsecured. Bank shall have all the rights and remedies of a secured party under the UCC and in any jurisdiction where enforcement is sought, whether in said state or elsewhere. All rights, powers and remedies of Bank hereunder shall be cumulative and not alternative. No delay on the part of Bank in the exercise of any right or remedy shall constitute a waiver thereof and no exercise by Bank of any right or remedy shall preclude the exercise of any other right or remedy or further exercise of the same remedy.

6. Each Debtor waives: (a) all right to require Bank to proceed against any other person including any other Debtor hereunder or to apply any Collateral Bank may hold at any time or to pursue any other remedy; Collateral, endorsers or guarantors may be released, substituted or added without affecting the liability of such Debtor hereunder; (b) the defense of the Statute of Limitations in any action upon any obligations of any Debtor secured hereby; (c) any right of subrogation and any right to participate in Collateral until all obligations secured hereby have been paid in full; and (d) to the fullest extent permitted by law, any right to oppose the appointment of a receiver or similar official to operate any Debtor's business.

7. The right of Bank to have recourse against Collateral shall not be affected in any way by the fact that the credit is secured by a mortgage, deed of trust or other lien upon real property.

8. The security interest granted herein is irrevocable and shall remain in full force and effect until there is payment in full of the indebtedness or the security interest is released in writing by Bank.

9. Each Debtor shall be obligated to request the release, reassignment or return of Collateral after the payment in full of all existing obligations. Bank shall be under no duty or obligation to release, reassign or return any Collateral except upon the express written request of a Debtor and then only where all of Debtors' obligations hereunder have been paid in full.

10. If more than one Debtor executes this Agreement, the obligations hereunder are joint and several. All words used herein in the singular shall be deemed to have been used in the

plural when the context and construction so require. Any married person who signs this Agreement expressly agrees that recourse may be had against his/her separate property for all of his/her obligations to Bank.

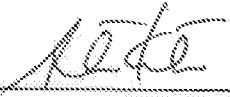
11. This Agreement shall inure to the benefit of and bind Bank, its successors and assigns and each of the undersigned, their respective heirs, executors, administrators and successors in interest. Upon transfer by Bank of any part of the obligations secured hereby, Bank shall be fully discharged from any liability with respect to Collateral transferred therewith.

12. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Agreement shall be prohibited or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such or the remaining provisions of this Agreement.

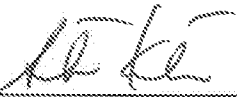
13. This Agreement amends and restates in its entirety that certain security agreement dated as of August 30, 2018 by Doctor's Best in favor of Bank, as amended.

Debtor:

DOCTOR'S BEST INC.,
a Delaware corporation

By: 
Name: Stacey Kato
Title: chief Financial Officer

ZIPFIZZ CORPORATION,
a Washington corporation

By: 
Name: Stacey Kato
Title: Chief Financial Officer

Schedule 1
(Copyrights)

None.

Schedule 2
(Patents)

None.

Schedule 3
(Trademarks)

Doctor's Best Inc.

Jurisdiction	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
US	Doctor's Best	76327615	10/18/2001	2680248	01/28/2003
US	Bone Maker	77555086	08/25/2008	3581969	02/24/2009
US	MenoStrong	86697897	07/20/2015	5092263	11/29/2016
US	Heart Prime	86697910	07/20/2015	5092264	11/29/2016
US	Gluten Rescue	86697919	07/20/2015	5092265	11/29/2016
US	Artery Prime	86697923	07/20/2015	5092266	11/29/2016
US	Menopause Spectrum	86806301	11/02/2015	5096938	12/06/2016
US	(design only)	87379848	03/21/2017	5314024	10/17/2017
US	Doctor's Best (and design)	87399868	04/05/2017	5358726	12/19/2017
US	Vitabeans	88255656	01/09/2019	pending	pending

Zipfizz Corporation

Jurisdiction	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
US	ZIPFIZZ	78253955	05/23/2003	2993125	09/06/2005
US	ZIPFIZZ	85970488	06/26/2013	5191476	04/25/2017
CA	ZIPFIZZ			706437	02/04/2008
JP	ZIPFIZZ			4907762	11/11/2005
MX	ZIPFIZZ			921028	02/24/2006
AU	ZIPFIZZ			0921084	04/05/2007
CN	ZIPFIZZ			0921084	04/05/2007
EM	ZIPFIZZ			0921084	04/05/2007
KR	ZIPFIZZ			0921084	12/01/2008
MX	ZIPFIZZ			1508665	01/07/2014
MX	ZIPFIZZ			1519943	01/07/2014
CA	ZIPFIZZ			1657847	12/24/2013
AU	ZIPFIZZ			1598942	12/30/2014
US	IMMUNE FIZZ	78737612	10/20/2005	3379417	02/05/2008
MX	IMMUNE FIZZ			965445	11/30/2006

CA	IMMUNE FIZZ			TMA759421	02/12/2010
MX	SLIM FIZZ			965446	11/30/2006
US	ZIPFIZZ (design only)	85607648	04/25/2012	4382103	08/13/2013
US	POP THE POWER	85609440	04/26/2012	4895952	02/02/2016
US	WHAT'S IN YOUR WATER?	85737250	09/24/2012	4334829	05/14/2013
US	ZF Energy Hydration (and design) (Divisional)	86977116	12/24/2013	4829084	10/06/2015
US	ZF Energy Hydration (and design)	87619010	09/22/2017	pending	pending
US	B12 Energy (and design)	86809747	11/04/2015	5157199	03/07/2017