

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540014

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innova Softgel LLC		09/05/2019	Limited Liability Company: DELAWARE
Marine Ingredients, LLC		09/05/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GLAS Trust Corporation Limited
Street Address:	45 Ludgate Hill
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC4M 7JU
Entity Type:	Corporation: ENGLAND AND WALES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	5292004	INNOVAGEL
Registration Number:	5297324	INNOVAGEL
Registration Number:	5068601	INNOVAGEL
Registration Number:	4522451	LIPOMAR
Registration Number:	4813527	ALASKANATURALS
Registration Number:	4941986	HEALTHIEST CATCH
Registration Number:	5032857	GLYCOPROLEX
Registration Number:	5371867	PALEOMEGA
Registration Number:	5596221	MARINE OMEGA
Registration Number:	5677871	NUTRASOLVE3
Serial Number:	87792499	PRMS
Serial Number:	87835502	MOVE3
Serial Number:	88298433	MOVE3
Serial Number:	88171647	KD NUTRA
Serial Number:	88173646	KD NUTRA
Registration Number:	5793900	REGEN3
Serial Number:	88380557	COMPLETE3

CH \$440.00 5292004

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2024083141

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: 2024083141**Email:** jean.paterson@cscglobal.com**Correspondent Name:** CSC**Address Line 1:** 1090 Vermont Avenue, NW**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	911383
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NAME OF SUBMITTER:	Jean Paterson
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SIGNATURE:	/jep/
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DATE SIGNED:	09/09/2019
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Total Attachments: 6

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**Grant of Security Interest
in United States Patents and Trademarks**

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of September 6, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of GLAS Trust Corporation Limited, as Security Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Security Agent**").

WHEREAS, the Grantors are party to a Security Agreement dated as of September 6, 2019, 2019 (as amended, amended and restated, novated, supplemented or otherwise modified or extended from time to time, the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Security Agent pursuant to which the Grantors granted a security interest to the Security Agent in the Patent and Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Security Agent as follows:

SECTION. 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest

Each Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (all of the following items or types of property, other than to the extent constituting an Excluded Asset, being herein collectively referred to as the "Patent and Trademark Collateral"):

- (i) each United States [and foreign] patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each Patent License, including each Patent License listed on Schedule A hereto;
- (iii) each United States [and foreign] trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- (iv) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Patent and 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 THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF 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 NEW YORK.

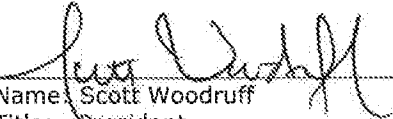
SECTION 5. Counterparts

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.

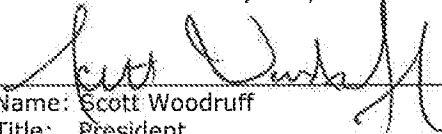
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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

INNOVA SOFTGEL LLC, as Grantor

By: 
Name: Scott Woodruff
Title: President

MARINE INGREDIENTS, LLC, as Grantor

By: 
Name: Scott Woodruff
Title: President

**GLAS TRUST CORPORATION LIMITED, as
Security Agent, as Grantee**

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

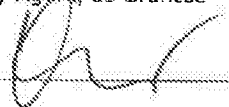
INNOVA SOFTGEL LLC, as Grantor

By: _____
Name:
Title:

MARINE INGREDIENTS, LLC, as Grantor

By: _____
Name:
Title:

**GLAS TRUST CORPORATION LIMITED, as
Security Agent, as Grantee**

By:  _____
Name:
Title: Emma Batchelor
Transaction Manager

Schedule A to Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

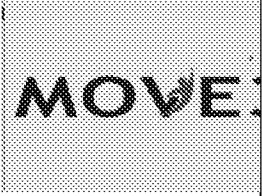
Serial No. or Patent No.	Issue Title	Patent Holder
9675575	Omega-3 compositions, dosage forms, and methods of use	MARINE INGREDIENTS, LLC
10172819	Omega-3 compositions, dosage forms, and methods of use	MARINE INGREDIENTS, LLC
10034849	Omega-3 compositions, dosage forms, and methods of use	MARINE INGREDIENTS, LLC

PATENT LICENSES

None.

Schedule B to Patent and Trademark Security Agreement

TRADEMARKS

Registration No.	Issue Date	Mark	Owner
5,292,004	September 19, 2017	INNOVAGEL	INNOVA SOFTGEL LLC
5,297,324	September 26, 2017	INNOVAGEL	INNOVA SOFTGEL LLC
5,068,601	October 25, 2016	INNOVAGEL	INNOVA SOFTGEL LLC
4,522,451	April 29, 2014	LIPOMAR	MARINE INGREDIENTS, LLC
4,813,527	September 15, 2015	ALASKANATURALS	MARINE INGREDIENTS, LLC
4,941,986	April 19, 2016	HEALTHIEST CATCH	MARINE INGREDIENTS, LLC
5,032,857	August 30, 2016	GLYCOPROLEX	MARINE INGREDIENTS, LLC
5,371,867	January 02, 2018	PALEOMEGA	MARINE INGREDIENTS, LLC
5,596,221	October 30, 2018	MARINE OMEGA	MARINE INGREDIENTS, LLC
5,677,871	February 19, 2019	NUTRASOLVE3	MARINE INGREDIENTS, LLC
87/792,499	February 09, 2018	PRMS	MARINE INGREDIENTS, LLC
87/835,502	March 15, 2018	MOVE3	MARINE INGREDIENTS, LLC
88/298,433	February 12, 2019		MARINE INGREDIENTS, LLC
88/171,647	October 26, 2018	KD NUTRA	MARINE INGREDIENTS, LLC
88/173,646	October 29, 2018	KD NUTRA	MARINE INGREDIENTS, LLC
5,793,900	July 02, 2019	REGEN3	MARINE INGREDIENTS, LLC
88/380,557	April 10, 2019	COMPLETE3	MARINE INGREDIENTS, LLC

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None.