TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM549963

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NUTRACLICK LLC		09/09/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	EASTWARD FUND MANAGEMENT, LLC
Street Address:	432 CHERRY STREET
City:	WEST NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02465
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 81

Property Type	Number	Word Mark
Registration Number:	4463549	TEST X180 ALPHA
Registration Number:	4506080	REDEFINE YOUR LIMITS
Registration Number:	4593279	BRX
Registration Number:	4394636	TEST X180
Registration Number:	4339552	FACTOR 2
Registration Number:	4119724	PEAK LIFE
Registration Number:	4463127	EMBRACE YOUR STAGE OF BEAUTY
Registration Number:	4407581	KETOBOLIC PRO
Registration Number:	4235082	UNLEASH YOUR POTENTIAL
Registration Number:	4007676	STAGES OF BEAUTY
Registration Number:	4004000	BODY RUSH
Registration Number:	4026973	SOMNAPURE
Registration Number:	2925649	RAMP UP
Registration Number:	3791381	RAMP UP
Registration Number:	3786044	FORCE FACTOR
Registration Number:	3725035	FORCE FACTOR
Registration Number:	5083781	TEST X180 GENESIS
Registration Number:	5079782	TEST X180 TEMPEST
Registration Number:	5219732	LEANFIRE
	<u> </u>	TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	5206440	WELLMOOD
Registration Number:	5278338	PURE BCAA
Registration Number:	5294364	LEANFIRE XT
Registration Number:	5245616	ADVANCED THERMOVIGILANCE FORMULA
Registration Number:	5505924	PEAK THERMOVIGILANCE TRIPLEX
Registration Number:	5429729	VERILEAN
Serial Number:	87362994	PIRALEAN
Serial Number:	87362998	LIPATONE
Serial Number:	87390871	FUEGO
Registration Number:	5096403	PROBIOSTRESS
Registration Number:	4971819	VOLCANO FURY
Registration Number:	4824111	AMERICA'S SLEEP AID
Registration Number:	4923792	SMARTBIOTICS
Registration Number:	5096000	PROBIOHEART
Registration Number:	5119932	PROBIOMUNE
Registration Number:	4810129	MOLTEN CHOCOLATE
Registration Number:	4718126	ADAPTIVE TRIPEPTIDE SERUM
Registration Number:	4729010	CANNABOL
Registration Number:	4736398	GAINZZZ
Registration Number:	4851826	BODY SLEEK
Registration Number:	4932892	BODY BLISS
Registration Number:	4650330	BODY PRO
Registration Number:	4486441	BONA CLARA
Registration Number:	4594374	VOLCANO
Registration Number:	4466510	EXPERIENCE SMARTER BEAUTY
Registration Number:	4550531	HEALTHEXPERTS
Registration Number:	4492568	PROBIOSLIM
Registration Number:	4512453	BODY FIT
Registration Number:	5100562	NUTRACLICK
Registration Number:	4413588	SOMNAPURE PM
Registration Number:	4489459	PEAK LIFE PROSTATE
Registration Number:	4489458	PEAK LIFE JOINT
Registration Number:	4413587	PEAK LIFE TESTOSTERONE
Registration Number:	4569071	FORCE FACTOR VOLCANO
Registration Number:	4277393	PEAK LIFE
Registration Number:	5499568	SCORE!
Registration Number:	5499571	TRUFLOW
Registration Number:	5499575	ALPHA KING

Property Type	Number	Word Mark
Registration Number:	5699487	SELECT SERIES
Registration Number:	5683633	TEST X180 IGNITE
Registration Number:	5545964	TEST X180 IGNITE PRO
Registration Number:	5614996	ALPHA KING SUPREME
Registration Number:	5535858	VOLCANO EXTREME
Serial Number:	87819873	TRUFLOW ULTRA
Registration Number:	5645389	MEMORYSAFE
Registration Number:	5741303	THINKUP ADVANCED
Registration Number:	5645390	BIOBRAIN+
Registration Number:	5308640	WHEY30
Serial Number:	88193600	SCORE! HARDCORE
Serial Number:	88193594	SCORE! MORE
Serial Number:	88219029	ALPHA KING IMMORTAL
Serial Number:	88219055	PRIME TIME
Serial Number:	88219063	SWAGGER
Serial Number:	88231494	DAILY DOUBLE
Serial Number:	88432405	HOME FIELD ADVANTAGE
Serial Number:	87932047	ALPHA KING SURGE
Registration Number:	5684434	PRIME HGH SECRETION ACTIVATOR
Registration Number:	5699418	ALPHA KING FURY
Serial Number:	88062966	GOLD MEDAL
Registration Number:	5393078	LEANFIRE ULTIMATE
Registration Number:	5510165	FOREBRAIN
Serial Number:	88432399	HOME FIELD

CORRESPONDENCE DATA

Fax Number: 4048853900

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: 4048853868

Email:rusty.close@troutman.comCorrespondent Name:CHRISTOPHER CLOSEAddress Line 1:TROUTMAN SANDERS LLP

Address Line 2: 600 PEACHTREE STREET NE, SUITE 3000

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	254244.000008
NAME OF SUBMITTER:	Christopher C Close, Jr.
SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	11/19/2019

Total Attachments: 11 source=Intellectual Property Security Agr#page1.tif source=Intellectual Property Security Agr#page2.tif source=Intellectual Property Security Agr#page3.tif source=Intellectual Property Security Agr#page4.tif source=Intellectual Property Security Agr#page5.tif source=Intellectual Property Security Agr#page6.tif source=Intellectual Property Security Agr#page7.tif source=Intellectual Property Security Agr#page8.tif source=Intellectual Property Security Agr#page9.tif source=Intellectual Property Security Agr#page10.tif source=Intellectual Property Security Agr#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the Effective Date by and between Eastward Fund Management, LLC ("Lender") and NutraClick LLC ("Grantor").

RECITALS

- A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor and certain of Grantor's affiliates (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor and certain of Grantor's affiliates dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.
- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest</u>. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:
- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

- (d) 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 on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on <u>Exhibit C</u> attached hereto (collectively, the "Trademarks");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on <u>Exhibit D</u> attached hereto (collectively, the "Mask Works");
- (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- 2. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.
- 3. <u>Authorization</u>. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.
- 4. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

- 5. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.
- 6. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

NÚTRACLIC	1. E. S.
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Mario	S. Wille
By! Dus	y Willace
Title:	<u> </u>
LENDER:	
EASTWARD	FUND MANAGEMENT, LLC
Ву:	
Tirle:	

TRADEMARK

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRAN	TOR:
NUTR	ACLICK LLC
By: Title:	
LENDI	ER:
EAST	WARD FUND MANAGEMENT, LLC
By:	Dennis P. Cameron
Title:	Authorized Person

TRADEMARK

EXHIBIT A

Copyrights

Description

N/A

Registration/ Registration/
Application Application
Number Date

EXHIBIT B

Patents

Registration/ Registration/
Application Application
Number Date

Description

N/A

Intellectual Property Security Agreement EXHIBIT C TRADEMARKS

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Brazil	FORCEFACTOR	Verber stisul	Pendane	20	1892112	4/5/2018		
Canada	LWIA 1531.	108115.429337	Pending	05	1892109	4/5/2018		
Calladda	PURE RCAA	108115.429338	Pending	8	1892110	a/5/2018		
Canada	SCORE)	108116 429339	Pending	05	1897111	4/5/2018		
Carrada	FURCE FACTOR	108116 429340	Registered	10	1530429	6/3/2011	TMA877511	5/8/2014
Canada Seesa	FORCE FACTOR and Design	108116.429341	Registered	01	1530430	6/3/2011	TMA877506	5/8/2014
	SWAND UP	108116,429446	Registered	62	1530431	6/3/2011	7MA877510	5/8/2014
China	FORCEFACIOR	108116.435754	Registered	CS.	18169232	5/12/2016	20269181	7/28/2017
China	FORCE FACTOR (in Chinese Characters)	108115.415018	Registered	æ	23340985	4/1/2017	23340385	3/41/4018
China	FORCE SACTOR	108115.414981	Pending	08	23340993	4/1/2017		3 / 4 / 3 / 3 / 4 / 3 / 4 / 3 / 4 / 3 / 4 / 4
China	FEST K180	108116.414982	Registered	05	2.8603867	1/1/2017 1/1/2017	25540355	OTO2/172/C
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China	LIPCYANCE	108116.419277	Registered	95	25470310	7/24/2017	25470310	7/21/2018
Cina	CHINESE CHARACTERS	108116.417155	Registered	23	24341745	5/28/2017	2030270	21.00.7/1.1 27.07/1/9
India	FORCE FACTOR	108116.339858	Registered	8	2418138	10/26/2012	8518192	9107/9/71
ssian Federation	FORCE FACTOR	108116.336892	Registered	30	2012729924	7102/02/8	CTOPAC	V104/2/11 C14/26/27/11
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United States of	FIVERIACE YOUN STAGE OF BEAUTY	108116 309372	Registered	æ	85/424640	9/16/2011	4463127	1/7/2014
Character States of	KETOROLIC PRO	108116-309357	Begistered	08	85/424560	9/16/2011	4407581	9/24/2013
Upited States of	UNIEASH YOUR POTENTIAL	108116.308660	Registered	05	85/409556	8/29/2011	4235082	2702/05/01
United States of	STAGES OF BEAUTY (CHILD)	108115.305485	Registered	09	85/97534U	C/20/2011	CAUTOUS	7/26/2001
United States of	BODYBUSH (CHILD)	*00116.30148		76	88818838	7/9/2010	4026973	1102/21/6
United States of	SOMMANDE STRAIGHTE	108115.280739	Registered	05	76/525945	6/26/2003	2925649	2/8/2005
United States of	SAMPAGE SALES	108115 271274	Registered	28	77/751308	6/3/2009	3791381	5/18/2010
United States of	FORCE FACTOR	108116.270802	Registered	20	77/731130	5/7/2009	3786044	5/4/2010
United States of	FORCE PACTOR	108116.270756	Registered	55	77/731126	5/7/2009	3725035	12/13/2008
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United States of	LEANFIRE	108115,402302	Registered	2 6	07/4080000	300001110	OPP-9JCS	£30¢/95/5
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Intellectual Property Security Agreement EXHIBIT C TRADEMARKS

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12/6/2018	11/14/2018	11/14/2018	4/3/2017	3/27/2018	3/27/2018	3/3//2018	3/5/2018	2 (C /2016	0107/6/7	8107/6/7	ST07/6/7	7.027,417017	7102/61/6	9/18/2017	9/18/2017	5/23/2010	12/2/2012	12/12/2012	12/12/2012	12/12/2012	12/12/2012	1/7/2013	4/12/2013	4/26/2013	7/30/2013	3/28/2013	9/26/2013	7/27/2012	11/7/2013	12/12/2013	12/23/2013	2/14/2014	#10c/1E/E	9/29/29	10/21/2014	10/21/2014	11/5/2014	12/10/2014	4/22/2015	6/10/2015	3/23/2017	3/8/2017	3/8/2017	3/8/2017	12/20/2016	Application cat
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Intellectual Property Security Agreement EXHIBIT C TRADEMARKS

1/3/2018	5510165		87/496397	05	Registered	108116.418137	FOREBRAIN	United States of
1/30/2018	5393078	4	87/479336	05	Registered	108116 417799	Leanfire Ultimate	United States of
FF			88/057966	20	Pending	102116 434693	GOLD WEDAL	United States of
RA	5699418	5/20/2018	88/007136	05	Registered	108115.433008	alpha king fury	United States of
7/28/2019 D	5684434	6/14/2018	88/001152	05	Registered	108115.432839	PRIME HGH SECRETION ACTIVATOR	United States of
Ef		5/22/2018	87/932047	Cis .	Pending	108116,431931	alpha king surge	United States of
VI/		5/15/2019	88/432405	01, 03, 05, 34	Pending	108115.503303	HOME FIELD ADVANTAGE	United States of
A.F		5/15/2019	88/432399	01, 03, 05, 34	Pending	108115.503302	HOME FIELD	United States of
₹K		12/17/2018	88/291494	05	Pending	108116.493980	CALLYDOUBLE	United States of
		12/6/2018	88/219063	05	Pending	108115,491556	SWAGGER	United States of
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