

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BODY PLUS NUTRITIONAL PRODUCTS INC.		09/27/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL		
Street Address:	234 SIMCOE STREET, 3RD FLOOR		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5T 1T4		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88332182	IRONVEGAN	
Serial Number:	88051642	POWER VEGAN	
CORRESPONDENCE DATA			
Fax Number:	4168680673		
<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>			
Phone:	4166017765		
Email:	bbell@mccarthy.ca		
Correspondent Name:	Bethanne Bell, McCarthy		
Address Line 1:	Suite 5300, TD Bank Tower		
Address Line 2:	BOX 48, 66 WELLINGTON STREET WEST		
Address Line 4:	Toronto, Ontario, CANADA M5K 1E6		
NAME OF SUBMITTER:	Bethanne Bell		
SIGNATURE:	/Bethanne Bell/		
DATE SIGNED:	02/14/2020		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") dated September 27, 2019, is made by BODY PLUS NUTRITIONAL PRODUCTS INC., a corporation existing under the laws of the Province of Ontario (together with its successors and permitted assigns, the "**Grantor**"), in favour of BANK OF MONTREAL, as administrative agent (together with its successors in such capacity, the "**Agent**") for the Lenders (as defined below).

WHEREAS pursuant to a credit agreement dated January 31, 2017 among Jamieson Laboratories Ltd., as borrower, the Agent, as agent and certain financial institutions party thereto as lenders as of the date hereof (collectively, the "**Original Lenders**") (as amended, amended and restated, supplemented or otherwise modified from time to time) the Grantor entered into an intellectual property security agreement dated as of January 31, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Existing IP Security Agreement**") with the Agent, as well as a general security agreement dated as of January 31, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**GSA**"), with the Agent. Terms defined in the GSA and not otherwise defined herein have the meanings specified in the GSA.

AND WHEREAS pursuant to an amended and restated credit agreement dated September 27, 2019 among Jamieson Laboratories Ltd., as Canadian borrower, Jamieson Health Products USA Ltd., as US borrower, the Agent, as agent and certain financial institutions party thereto from time to time as lenders (collectively, the "**Lenders**") (as amended, amended and restated, supplemented or otherwise modified from time to time) the Agent and the Lenders have required the Grantor, *inter alia*, to enter into this IP Security Agreement, which is in addition to the Existing IP Security Agreement and the GSA.

AND WHEREAS, under the terms of the GSA, the Grantor has granted to the Agent, for the benefit of the Agent, the Lenders and the Hedge Banks, a security interest in, among other property, certain intellectual property of the Grantor, and the Grantor has agreed to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Agent and the Lenders a security interest in all of the Grantor's right, title and interest in and to the following (the "**Collateral**"):

- (a) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "**Trademarks**");
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations

and applications and exclusive copyright licenses set forth in Schedule C hereto (the "**Copyrights**");

(d) all industrial designs and industrial design registrations set forth in Schedule D hereto (the "**Industrial Designs**");

(e) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, as applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(f) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(g) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the due and timely payment and performance by the Grantor of all Obligations.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the GSA. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the GSA, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the GSA, the provisions of the GSA shall control.

SECTION 4. Recordation. The Grantor authorizes that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security 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.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the province of Ontario and the federal laws of Canada applicable therein.

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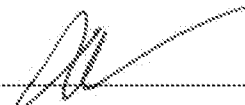
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**BODY PLUS NUTRITIONAL PRODUCTS
INC.**

By:  _____

Name:

Title:

By:  _____

Name:

Title:

ACCEPTED and ACKNOWLEDGED by:

**BANK OF MONTREAL, as
administrative agent**

By: _____

Name:

Title:

By: _____

Name:

Title:

Signature page to US Intellectual Property Security Agreement (Body Plus)

**TRADEMARK
REEL: 006864 FRAME: 0724**

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

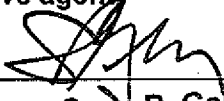
**BODY PLUS NUTRITIONAL PRODUCTS
INC.**

By: _____
Name:
Title:

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

**BANK OF MONTREAL, as
administrative agent**

By:  _____
Name: **Sean P. Gallaway**
Title: **Director**

By: _____
Name:
Title:

Schedule A
to
Intellectual Property Security Agreement

PATENTS

I. PATENTS

Nil.

II. PATENT APPLICATIONS

Nil.

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

Nil.

II. TRADEMARK APPLICATIONS

Grantor	Trademark	Registration Jurisdiction	Application Serial No.	Registration No.	Reg. Date
Body Plus Nutritional Products Inc.	POWER VEGAN	United States	88051642	N/A	Filed July 25, 2018
Body Plus Nutritional Products Inc.	IRONVEGAN	United States	88332182	N/A	Filed March 8, 2018

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

Nil.

II. COPYRIGHT APPLICATIONS

Nil.

III. COPYRIGHT LICENSES

Nil.

Schedule D
to
Intellectual Property Security Agreement

INDUSTRIAL DESIGNS

I. INDUSTRIAL DESIGN REGISTRATIONS

Nil.

II. INDUSTRIAL DESIGN APPLICATIONS

Nil.