

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM570483

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Novita Nutrition, LLC		04/03/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ING Capital LLC, as Agent		
<b>Street Address:</b>	1133 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5064534	NOVAOIL	
<b>Registration Number:</b>	5064533	NOVAMEAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>	404-572-3493		
<b>Email:</b>	kosborne@kslaw.com		
<b>Correspondent Name:</b>	Karen Osborne, Senior Paralegal		
<b>Address Line 1:</b>	1180 Peachtree Street, N.E., Suite 1600		
<b>Address Line 2:</b>	King & Spalding LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	59941.015092		
<b>NAME OF SUBMITTER:</b>	Karen Osborne		
<b>SIGNATURE:</b>	//Karen Osborne//		
<b>DATE SIGNED:</b>	04/03/2020		
<b>Total Attachments: 5</b>			
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## **Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of April 3, 2020 (this “Trademark Security Agreement”), is made by NOVITA NUTRITION, LLC, a Delaware limited liability company (the “Grantor”), in favor of ING CAPITAL LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

**WHEREAS**, Novita Aurora, LLC, a South Dakota limited liability company (the “Borrower”), the lenders from time to time parties thereto (the “Lenders”), and the Agent have entered into that certain Credit Agreement dated as of April 15, 2016 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, in connection with the Credit Agreement, the Grantor has entered into that certain Limited Guaranty and Intellectual Property Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent, for the benefit of the Secured Parties; and

**WHEREAS**, the Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1      Defined Terms.** Capitalized terms used herein without definition have the meanings set forth in the Security Agreement or if not defined in the Security Agreement, have the meanings set forth in the Credit Agreement.

**Section 2      Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3      Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and

remedies of the Agent with respect to the security interest in the 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 of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

**Section 4      Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by, and all Trademarks Licenses with respect to all applied for and federally registered Trademarks licensed to, the Grantor in its own name as of the date hereof.

**Section 5      Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**Section 6      Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 7      Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

*[remainder of page intentionally left blank]*

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

**NOVITA NUTRITION, LLC**

By: 

Name: Donald L. Endres

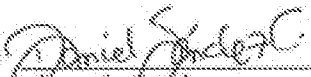
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006908 FRAME: 0283**

Acknowledged and Agreed to as of the date hereof:

**ING CAPITAL LLC,**  
as the Agent

By:   
Gonzalo Sanchez  
Director

By:   
Daniel W. Lamprecht  
Managing Director

**SCHEDULE I**

**TRADEMARK LICENSES, TRADEMARKS AND TRADEMARK APPLICATIONS**

**Trademark Licenses**

None.

**U.S. Trademarks and Trademark Applications**

<b>Mark</b>	<b>Owner</b>	<b>Application Serial No.</b>	<b>Filing Date</b>	<b>Registration. No.</b>	<b>Registration Date</b>
<b>NOVAOIL</b>	Novita Nutrition, LLC	85885082	03/25/2013	5064534	10/18/2016
<b>NOVAMEAL</b>	Novita Nutrition, LLC	85885044	03/25/2013	5064533	10/18/2016