

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573512

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NUTRACLICK LLC		04/24/2020	Limited Liability Company: DELAWARE
HFM DISTRIBUTION, LLC		04/24/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	M&T BANK
Street Address:	ONE M&T PLAZA
City:	BUFFALO
State/Country:	NEW YORK
Postal Code:	14203
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 80

Property Type	Number	Word Mark
Registration Number:	4718126	ADAPTIVE TRIPEPTIDE SERUM
Registration Number:	5245616	ADVANCED THERMOVIGILANCE FORMULA
Registration Number:	5499575	ALPHA KING
Registration Number:	5699418	ALPHA KING FURY
Registration Number:	5823491	ALPHA KING IMMORTAL
Registration Number:	5614996	ALPHA KING SUPREME
Serial Number:	87932047	ALPHA KING SURGE
Registration Number:	4824111	AMERICA'S SLEEP AID
Registration Number:	5645390	BIOBRAIN+
Registration Number:	4004000	BODY RUSH
Registration Number:	4593279	BRX
Registration Number:	4729010	CANNABOL
Registration Number:	5939788	DAILY DOUBLE
Registration Number:	4339552	FACTOR 2
Registration Number:	3786044	FORCE FACTOR
Registration Number:	3725035	FORCE FACTOR
Registration Number:	4569071	FORCE FACTOR VOLCANO

CH \$2015.00 4718126

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5510165	FOREBRAIN
Registration Number:	5921361	FUEGO
Registration Number:	4736398	GAINZZZ
Registration Number:	5853081	GOLD MEDAL
Registration Number:	4550531	HEALTHEXPERTS
Serial Number:	88432399	HOME FIELD
Serial Number:	88432405	HOME FIELD ADVANTAGE
Registration Number:	5219732	LEANFIRE
Serial Number:	88703956	LEANFIRE THERMO
Registration Number:	5393078	LEANFIRE ULTIMATE
Serial Number:	88504508	LEANFIRE ULTRA
Registration Number:	5294364	LEANFIRE XT
Serial Number:	88362998	ROUGH TEX
Registration Number:	5645389	MEMORYSAFE
Registration Number:	4810129	MOLTEN CHOCOLATE
Registration Number:	5100562	NUTRACLICK
Registration Number:	4277393	PEAK LIFE
Registration Number:	4119724	PEAK LIFE
Registration Number:	4489459	PEAK LIFE PROSTATE
Registration Number:	5505924	PEAK THERMOVIGILANCE TRIPLEX
Serial Number:	87362994	PIRALEAN
Registration Number:	5684434	PRIME HGH SECRETION ACTIVATOR
Registration Number:	5823492	PRIME TIME
Registration Number:	5096000	PROBIOHEART
Registration Number:	5119932	PROBIOMUNE
Registration Number:	4492568	PROBIOSLIM
Registration Number:	5096403	PROBIOSTRESS
Registration Number:	5278338	PURE BCAA
Registration Number:	2925649	RAMP UP
Registration Number:	3791381	RAMP UP
Registration Number:	4506080	REDEFINE YOUR LIMITS
Registration Number:	5499568	SCORE!
Serial Number:	88193600	SCORE! hardcore
Registration Number:	5815336	SCORE! MORE
Serial Number:	88620547	SCORE! XXL
Registration Number:	5699487	SELECT SERIES
Registration Number:	4923792	SMARTBIOTICS
Registration Number:	4026973	SOMNAPURE

Property Type	Number	Word Mark
Registration Number:	4413588	SOMNAPURE PM
Registration Number:	4007676	STAGES OF BEAUTY
Registration Number:	5815363	SWAGGER
Registration Number:	4394636	TEST X180
Registration Number:	4463549	TEST X180 ALPHA
Serial Number:	88693637	TEST X180 ALPHA MAX
Serial Number:	88607867	TEST X180 BOOST
Registration Number:	5083781	TEST X180 GENESIS
Registration Number:	5683633	TEST X180 IGNITE
Registration Number:	5545964	TEST X180 IGNITE PRO
Registration Number:	5079782	TEST X180 TEMPEST
Registration Number:	5741303	THINKUP ADVANCED
Registration Number:	5499571	TRUFLOW
Registration Number:	4235082	UNLEASH YOUR POTENTIAL
Serial Number:	88508381	UNREAL ENERGY
Registration Number:	5429729	VERILEAN
Registration Number:	4594374	VOLCANO
Registration Number:	5535858	VOLCANO EXTREME
Registration Number:	4971819	VOLCANO FURY
Registration Number:	5206440	WELLMOOD
Registration Number:	5308640	WHEY30
Registration Number:	4466510	EXPERIENCE SMARTER BEAUTY
Registration Number:	4489458	PEAK LIFE JOINT
Registration Number:	4486441	BONA CLARA
Registration Number:	4463127	EMBRACE YOUR STAGE OF BEAUTY

CORRESPONDENCE DATA

Fax Number: 2027995000

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: 2027994000

Email: gregory.esau@dlapiper.com

Correspondent Name: Gregory Esau

Address Line 1: 500 Eighth Street, NW

Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER: Gregory Esau

SIGNATURE: /Gregory Esau/

DATE SIGNED: 04/24/2020

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of April 24, 2020 by and among (a) **M&T BANK**, a New York banking corporation, with its chief executive office at One M&T Plaza, Buffalo, New York 14203 (“Bank”), (b)(i) **NUTRACLICK LLC**, a Delaware limited liability company, having a mailing address and principal place of business at 280 Summer Street, Boston, Massachusetts 02210, and (ii) **HFM DISTRIBUTION, LLC**, a Delaware limited liability company, having a mailing address and principal place of business at 280 Summer Street, Boston, Massachusetts 02210 (each and together, “Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its intellectual property to secure the Obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, the Security Agreement, and this Agreement, Grantor has granted to Bank 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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its Obligations to Bank, Grantor grants and pledges to Bank 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 of 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 (collectively, the "Patents");

(e) Any trademark and service mark 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 Exhibit C 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 Exhibit D 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. Recordation. 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 Bank.

3. Loan Documents. 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 Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. 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.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. 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:

NUTRACLICK LLC

By: *Daniel Wallace*
Name: *Daniel Wallace*
Title: *CEO*

[Signature page to Intellectual Property Security Agreement]

HFM DISTRIBUTION, LLC


By: David Wallace
Name: David Wallace
Title: CEO

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006923 FRAME: 0214

BANK:

M&T BANK

By: 
Name: Timothy Wade
Title: Authorized Signatory

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006923 FRAME: 0215

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>

EXHIBIT C

Trademarks

Description	Application No.	Application Date	Registration No.	Registration Date
FORCE FACTOR*	905280946	9/13/2012	905280946	10/24/2017
ALPHA KING*	1892112	4/5/2018	TMA1070995	1/28/2020
FORCE FACTOR*	1530429	6/3/2011	TMA877511	5/8/2014
FORCE FACTOR and Design*	1530430	6/3/2011	TMA877506	5/8/2014
RAMP UP*	1530431	6/3/2011	TMA877510	5/8/2014
SCORE! *	1892111	4/5/2018	TMA1070978	1/28/2020
TEST X180*	1892109	4/5/2018	TMA1071001	1/28/2020
CANNABOL*	23340989	4/1/2017	23340989	3/14/2018
CHINESE CHARACTERS*	24341745	5/26/2017	24341745	6/7/2018
FORCE FACTOR*	42971404	12/10/2019		
FORCE FACTOR (in Chinese Characters) *	23340985	4/1/2017	23340985	3/21/2018
FORCEFACTOR*	20269181	6/12/2016	20269181	7/28/2017
FUEGO*	25470308	7/24/2017	25470308	10/14/2018
GAINZZZ*	23340984	4/1/2017	23340984	3/14/2018
LEANFIRE*	23340988	4/1/2017	23340988	3/14/2018
LIPOVANCE	25470310	7/24/2017	25470310	7/21/2018
PURE BCAA*	25470311	7/24/2017	25470311	7/21/2018
RAMP UP*	23340987	4/1/2017	23340987	3/14/2018
TEST X180*	23340992	4/1/2017	23340992	3/21/2018
UNLEASH YOUR POTENTIAL*	23340986	4/1/2017	23340986	3/14/2018
VOLCANO*	23340990	4/1/2017	23340990	3/28/2019
FORCE FACTOR*	2418138	10/26/2012	2418138	12/6/2016
FORCE FACTOR*	2012729924	8/20/2012	500615	11/25/2013
FORCEFACTOR*	213245	7/31/2014	213245	7/31/2014
FORCEFACTOR & Design*	E2014-11404	4/22/2014		
PEAK LIFE*	212944	7/17/2014	212944	7/17/2014
F PEAK LIFE & Design*	E2014-11402	4/22/2014		
ADAPTIVE TRIPEPTIDE SERUM	86/297888	6/2/2014	4718126	4/7/2015
ADVANCED THERMOVIGILANCE FORMULA	87/274727	12/20/2016	5245616	7/18/2017
ALPHA KING	87/613940	9/19/2017	5499575	6/19/2018
ALPHA KING FURY	88/007136	6/20/2018	5699418	3/12/2019
ALPHA KING IMMORTAL	88/219029	12/6/2018	5823491	7/30/2019

Description	Application No.	Application Date	Registration No.	Registration Date
ALPHA KING SUPREME	87/791351	2/9/2018	5614996	11/27/2018
ALPHA KING SURGE	87/932047	5/22/2018		
AMERICA'S SLEEP AID	86/476639	12/10/2014	4824111	9/29/2015
BIOBRAIN+	87/851181	3/27/2018	5645390	1/1/2019
BODYRUSH (CHILD)	85/975321	5/20/2011	4004000	7/26/2011
BRX (Parent)	85/537534	2/8/2012	4593279	8/26/2014
CANNABOL	86/237608	3/31/2014	4729010	4/28/2015
DAILY DOUBLE	88/231494	12/17/2018	5939788	12/17/2019
FACTOR 2	85/503806	12/26/2011	4339552	5/21/2013
FORCE FACTOR	77/731130	5/7/2009	3786044	5/4/2010
FORCE FACTOR	77/731126	5/7/2009	3725035	12/15/2009
FORCE FACTOR VOLCANO	85/792476	12/2/2012	4569071	7/15/2014
FOREBRAIN	87/496397	6/19/2017	5510165	7/3/2018
FUEGO	87/390871	3/29/2017	5921361	11/26/2019
GAINZZZ	86/194233	2/14/2014	4736398	5/12/2015
GOLD MEDAL	88/062966	8/2/2018	5853081	9/3/2019
HEALTH EXPERTS and Design	86/023695	7/30/2013	4550531	6/17/2014
HOME FIELD	88/432399	5/15/2019		
HOME FIELD ADVANTAGE	88/432405	5/15/2019		
LEANFIRE	87/025714	5/5/2016	5219732	6/6/2017
LEANFIRE THERMO	88/703956	11/22/2019		
LEANFIRE ULTIMATE	87/479336	6/7/2017	5393078	1/30/2018
LEANFIRE ULTRA	88/504508	7/8/2019		
LEANFIRE XT	87/201771	10/13/2016	5294364	9/26/2017
LIPATONE	87/362998	3/8/2017		
MEMORYSAFE	87/851164	3/27/2018	5645389	1/1/2019
MOLTEN CHOCOLATE	86/409354	9/29/2014	4810129	9/8/2015
NUTRACLICK	85/817078	1/7/2013	5100562	12/13/2016
PEAK LIFE (Child II)	85/978224	5/27/2010	4277393	1/15/2013
PEAK LIFE (Child)	85/976211	5/27/2010	4119724	3/27/2012
PEAK LIFE PROSTATE	85/800945	12/12/2012	4489459	2/25/2014
PEAK THERMOVIGILANCE TRIPLEX	87/274747	12/20/2016	5505924	7/3/2018
PIRALEAN	87/362994	3/8/2017		
PRIME HGH SECRETION ACTIVATOR	88/001152	6/14/2018	5684434	2/26/2019
PRIME TIME	88/219055	12/6/2018	5823492	7/30/2019
PROBIOHEART	86/429853	10/21/2014	5096000	12/6/2016
PROBIOMUNE	86/429836	10/21/2014	5119932	1/10/2017

Description	Application No.	Application Date	Registration No.	Registration Date
PROBIOSLIM	85/915589	4/26/2013	4492568	3/4/2014
PROBIOSTRESS	86/657925	6/10/2015	5096403	12/6/2016
PURE BCAA	87/149156	8/24/2016	5278338	8/29/2017
RAMP UP	76/525945	6/26/2003	2925649	2/8/2005
RAMP UP	77/751308	6/3/2009	3791381	5/18/2010
REDEFINE YOUR LIMITS	85/629434	5/18/2012	4506080	4/1/2014
SCORE	87/612233	9/18/2017	5499568	6/19/2018
SCORE! HARDCORE	88/193600	11/14/2018		
SCORE! MORE	88/193594	11/14/2018	5815336	7/23/2019
SCORE! XXL	88/620547	9/17/2019		
SELECT SERIES	87/721369	12/14/2017	5699487	3/12/2019
SMARTBIOTICS	86/444979	11/5/2014	4923792	3/22/2016
SOMNAPURE	85/081588	7/9/2010	4026973	9/13/2011
SOMNAPURE PM	85/800954	12/12/2012	4413588	10/8/2013
STAGES OF BEAUTY (CHILD)	85/975320	8/20/2010	4007676	8/2/2011
SWAGGER	88/219063	12/6/2018	5815363	7/23/2019
TEST X180	85/518360	1/17/2012	4394636	9/3/2013
TEST X180 ALPHA	85/689108	7/27/2012	4463549	1/7/2014
TEST X180 ALPHA MAX	88/693637	11/15/2019		
TEST X180 BOOST	88/607867	9/6/2019		
TEST X180 GENESIS	86/913290	2/19/2016	5083781	11/15/2016
TEST X180 IGNITE	87/791328	2/9/2018	5683633	2/26/2019
TEST X180 IGNITE PRO	87/791335	2/9/2018	5545964	8/21/2018
TEST X180 TEMPEST	86/913303	2/19/2016	5079782	11/8/2016
THINKUP ADVANCED	87/851175	3/27/2018	5741303	4/30/2019
TRUFLOW	87/612867	9/18/2017	5499571	6/19/2018
UNLEASH YOUR POTENTIAL	85/409556	8/29/2011	4235082	10/30/2012
UNREAL ENERGY	88/508381	7/10/2019		
VERILEAN	87/362981	3/8/2017	5429729	3/20/2018
VOLCANO	86/076033	9/26/2013	4594374	8/26/2014
VOLCANO EXTREME	87/791363	2/9/2018	5535858	8/7/2018
VOLCANO FURY	86/606578	4/22/2015	4971819	6/7/2016
WELLMOOD	87/134881	8/11/2016	5206440	5/16/2017
WHEY30	87/395875	4/3/2017	5308640	10/10/2017
EXPERIENCE SMARTER BEAUTY	85/979822	03/28/2013	4466510	1/14/2014
PEAK LIFE JOINT	85/800926	12/12/2012	4489458	2/25/2014
BONA CLARA	85/980689	7/27/2012	4486441	2/18/2014
EMBRACE YOUR STAGE OF BEAUTY	85/424640	9/16/2011	4463127	1/7/2014

*Foreign trademarks

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>