

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (First Supplemental Filing)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Nutrition Investment Company		04/28/2020	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn Street		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5492452	GNC PETS	
Registration Number:	5699375	EARTH GENIUS	
Registration Number:	5754838	WHEYBOLIC	
Registration Number:	5760294	SMART SCOOP	
Registration Number:	5845962	SMARTSOURCE	
Registration Number:	5892130	GNC CLIMB	
Registration Number:	5921929	GNC4U	
Registration Number:	6025252	MAD PONY	
Serial Number:	88813404	LIVE WELL	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		

OP \$240.00 5492452

ATTORNEY DOCKET NUMBER:	060686-0001
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	04/29/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

(FIRST SUPPLEMENTAL FILING)

This TRADEMARK SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of April 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**First Supplemental Trademark Security Agreement**”), is made by General Nutrition Investment Company, an Arizona corporation (the “**Grantor**”) in favor of JPMorgan Chase Bank, N.A., as collateral agent (together with its successors in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, GNC Corporation, a Delaware corporation, General Nutrition Centers, Inc., a Delaware corporation (the “**ABL Administrative Borrower**”), and the subsidiaries of the ABL Administrative Borrower from time to time party thereto as co-borrowers (together with the ABL Administrative Borrower, the “**Borrowers**”), have entered into an ABL Credit Agreement, dated as of February 28, 2018 (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “**Credit Agreement**”), with the banks and other financial institutions and entities from time to time party thereto as lenders (the “**Lenders**”), JPMorgan Chase Bank, N.A., as administrative agent (together with its successors in such capacity, the “**Administrative Agent**”) and the Collateral Agent, and the other parties thereto.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of February 28, 2018, in favor of the Administrative Agent and the Collateral Agent (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”). Capitalized terms used and not defined herein have the meanings given such terms (including by reference) in the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit (without regard to control of remedies or application of payments) of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including, without limitation, certain of its Trademarks and have agreed as a condition thereof to execute this First Supplemental Trademark Security Agreement with respect to certain of its After-Acquired Intellectual Property Collateral in order to record the security interests granted therein with the United States Patent and Trademark Office (or any successor office or other applicable United States Governmental Authorities).

WHEREAS, the Trademark Security Agreement was recorded against certain United States Trademarks on March 14, 2018 at Reel/Frame 6291/0472.

NOW, THEREFORE, in consideration of the above premises, Grantor hereby agrees with the Collateral Agent, for the ratable benefit (without regard to control of remedies or application of payments) of the Secured Parties, as follows:

SECTION 1. *Grant of Security.* Grantor hereby grants to the Collateral Agent, for the ratable benefit (without regard to control of remedies or application of payments) of the Secured Parties, a security interest in all of Grantor's right, title and interest in and to the following (the "**Trademark Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations:

(a) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule 1, and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "**Trademarks**"); and

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements of any of the Collateral described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the Collateral described in (a) above.

SECTION 2. *Excluded Assets.* Notwithstanding anything to the contrary in this First Supplemental Trademark Security Agreement, none of the Excluded Assets (as defined in the Credit Agreement) shall constitute Trademark Collateral.

SECTION 3. *Recordation.* Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this First Supplemental Trademark Security Agreement.

SECTION 4. *Execution in Counterparts.* This First Supplemental Trademark Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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 5. *GOVERNING LAW.* THIS FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. *Conflict Provision.* This First Supplemental Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without

prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this First Supplemental Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this First Supplemental Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GENERAL NUTRITION INVESTMENT
COMPANY, as Grantor

By: Tricia Tolivar
Name: Tricia Tolivar
Title: President and Chief Executive
Officer

JPMORGAN CHASE BANK, N.A., as Collateral
Agent



By:

Name: Daniel Stampfel
Title: Authorized Officer

[Signature Page to First Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 006926 FRAME: 0030

Schedule 1

Trademarks and Trademark Applications

	Trademark	Jurisdiction	Reg. #	Appl. #	Status	Record Owner (USPTO)
1	GNC PETS	U.S.	5492452	86458774	Registered	General Nutrition Investment Company
2	EARTH GENIUS	U.S.	5699375	87979593	Registered	General Nutrition Investment Company
3	WHEYBOLIC	U.S.	5754838	87876384	Registered	General Nutrition Investment Company
4	SMART SCOOP	U.S.	5760294	87589976	Registered	General Nutrition Investment Company
5	SMARTSOURCE	U.S.	5845962	87368793	Registered	General Nutrition Investment Company
6	GNC CLIMB	U.S.	5892130	87839554	Registered	General Nutrition Investment Company
7	GNC4U	U.S.	5921929	88007958	Registered	General Nutrition Investment Company
8	MAD PONY	U.S.	6025252	88296805	Registered	General Nutrition Investment Company
9	LIVE WELL	U.S.	N/A	88813404	Pending	General Nutrition Investment Company