

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM578942

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest in Trademarks Previously Recorded at Reel/Frame (5165/0089)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMORGAN CHASE BANK, N.A.		02/28/2018	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GLAS TRUST COMPANY LLC		
<b>Street Address:</b>	230 Park Avenue		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10169		
<b>Entity Type:</b>	Limited Liability Company: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 41</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4136896	CAT FRESH	
<b>Registration Number:</b>	4211288	GNC PETS	
<b>Registration Number:</b>	4298864	GNC LIVE WELL	
<b>Registration Number:</b>	4203689	GNC GENETIXHD	
<b>Registration Number:</b>	4388802	MARKED	
<b>Registration Number:</b>	4339525	MARKED	
<b>Registration Number:</b>	4321926	HIP-TASTIC	
<b>Registration Number:</b>	4318457	COAT-TASTIC	
<b>Registration Number:</b>	4393160	MULTI-TASTIC	
<b>Registration Number:</b>	4318485	OMEGA-TASTIC	
<b>Registration Number:</b>	4385142	RESPECT YOURSELF. GNC LIVE WELL	
<b>Registration Number:</b>	4310590	RESPECT YOURSELF	
<b>Registration Number:</b>	4381128	GNC MILESTONES	
<b>Serial Number:</b>	85269445	GNC KIIK	
<b>Serial Number:</b>	85340407	RESTACK	
<b>Serial Number:</b>	85387153	GNC LIVE WELL	
<b>Serial Number:</b>	85387156	GNC	

CH \$1040.00 4136896

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85391055	GNC PERFORMANCE COMPLEX
Serial Number:	85457839	RE-SIZE
Serial Number:	85457847	RESILIENT
Serial Number:	85459424	GNC LIVE WELL
Serial Number:	85463434	LUCKY SPORT
Serial Number:	85520015	PILL BLANKETS
Serial Number:	85667854	MILESTONES
Serial Number:	85692437	POWER WATER
Serial Number:	85700337	MICRODRIVE
Serial Number:	85743653	APITIN
Serial Number:	85760942	NITRO-FACTOR
Serial Number:	85767769	OT2 OPTIMAL TIMING TECHNOLOGY
Serial Number:	85775443	ME ON GNC
Serial Number:	85797461	THERE'S A PRO IN ALL OF US
Serial Number:	85864758	REAL ATHLETE
Serial Number:	85866315	PEELED
Serial Number:	85909261	PALEO POUCH
Serial Number:	85941708	ACCELERATOR SERIES
Serial Number:	85963370	GNC ACCELERATOR
Serial Number:	86032355	HIP STIX
Serial Number:	86040075	RE-TEST
Serial Number:	86068310	LOSING NEVER FELT THIS GOOD
Serial Number:	86090653	GNC PUREEDGE
Registration Number:	4328461	BIG 50

#### CORRESPONDENCE DATA

Fax Number: 2124552502

*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: 2124553222

Email: jnull@stblaw.com

Correspondent Name: Alexander Raytman

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1570
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	06/01/2020

Total Attachments: 6

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source=GNC Re-Fi - Assignment of Security Interest in Trademarks - December 2, 2013 [Execution Version](99604836.1)#page2.tif

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## ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (the “Assignment”) dated as of February 28, 2018, is made by JPMORGAN CHASE BANK, N.A., as assignor (the “Assignor”) in favor of GLAS TRUST COMPANY LLC, as assignee (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Term Loan Guarantee and Collateral Agreement (as defined below) unless otherwise specified herein.

### WITNESSETH:

WHEREAS, GNC Corporation, a Delaware corporation, and General Nutrition Centers, Inc., a Delaware corporation (the “Borrower”) the Lenders from time to time parties thereto, the Assignor and the Assignee have entered into an Amended and Restated Term Loan Credit Agreement, dated as of March 4, 2011, (as amended and restated on November 2, 2013, as amended and restated on February 28, 2018 and as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Term Loan Credit Agreement”);

WHEREAS, pursuant to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of March 4, 2011, among the Borrower, General Nutrition Investment Company, an Arizona corporation, General Nutrition Corporation, a Pennsylvania corporation, GNC Funding, Inc., a Delaware corporation and GNC Transportation, LLC, a Pennsylvania corporation (each of the foregoing a “Grantor” and together, the “Grantors”), the Lenders from time to time parties thereto, the Assignor and the Assignee (as amended and restated on November 2, 2013, as amended and restated on February 28, 2018 and as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Term Loan Guarantee and Collateral Agreement”), (i) Grantors have granted a security interest (the “Security Interest”) to Assignor, as Administrative Agent for Lenders thereunder, in certain Intellectual Property Collateral, including the Trademarks set forth on Schedule A (the “Trademark Collateral”); (ii) Assignor and Grantors executed that certain Trademark Security Agreement dated as of November 26, 2013 to record such Security Interest at the U.S. Patent and Trademark Office, and such Security Interest was recorded at the USPTO on December 2, 2013 at Reel No. 5165, Frame Nos. 0089 and (iii) Assignor assigned to Assignee, as Collateral Agent effective of February 28, 2018, each of the Liens and security interests granted to Assignor under the Loan Documents and Assignee assumed all such Liens, for its benefit and for the ratable benefit of all other Secured Parties under the Loan Documents; and

WHEREAS, Assignor and Assignee wish to confirm and record that the Term Loan Guarantee and Collateral Agreement assigned Assignor’s Liens and security interests in the Trademark Collateral to Assignee;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto state as follows:

1. Assignment. Assignor and Assignee hereby confirm that, pursuant to the Assignment and Assumption Agreement, as of February 28, 2018, Assignor assigned all of

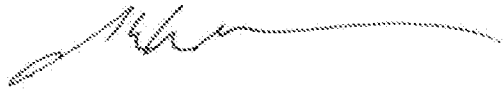
Assignor's Security Interest in the Trademark Collateral to Assignee. The Term Loan Guarantee and Collateral Agreement (and all rights and remedies of Administrative Agent, Collateral Agent and Secured Parties thereunder) shall remain in full force and effect in accordance with its terms and is incorporated fully herein by reference. In the event of any conflict between the terms of this Assignment and the Term Loan Guarantee and Collateral Agreement, the Term Loan Guarantee and Collateral Agreement shall govern. The Assignor hereby authorizes and requests that the Commissioner for Trademarks of the USPTO record this Assignment.

2. Counterparts. This Assignment may be executed by the parties to this Assignment in any number of separate counterparts (including by facsimile or PDF signatures), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers.

JPMORGAN CHASE BANK, N.A., as Assignor

A handwritten signature in black ink, appearing to read 'James A. Knight', written over a horizontal line.

By: \_\_\_\_\_

Name: James A. Knight

Title: Executive Director

[Signature Page to Assignment of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006950 FRAME: 0101**

Accepted:

GLAS TRUST COMPANY LLC, as Assignee

By: 

Name: Yana Kislenko

Title: Vice President

## Schedule A

### Trademarks

Trademark	Appl./Serial No.	Reg. No.	Country
GNC KIIK	85/269,445		UNITED STATES
CAT FRESH	85/315,717	4,136,896	UNITED STATES
RESTACK	85/340,407		UNITED STATES
GNC PETS	85/366,074	4,211,288	UNITED STATES
GNC LIVE WELL	85/366,185	4,298,864	UNITED STATES
GNC LIVE WELL	85/387,153		UNITED STATES
GNC	85/387,156		UNITED STATES
GNC PERFORMANCE COMPLEX	85/391,055		UNITED STATES
GNC GENETIXHD	85/451,264	4,203,689	UNITED STATES
RE-SIZE	85/457,839		UNITED STATES
RESILIENT	85/457,847		UNITED STATES
GNC LIVE WELL	85/459,424		UNITED STATES
LUCKY SPORT	85/463,434		UNITED STATES
MARKED	85/472,625	4,388,802	UNITED STATES
MARKED	85/485,102	4,339,525	UNITED STATES
PILL BLANKETS	85/520,015		UNITED STATES
HIP-TASTIC	85/530,736	4,321,926	UNITED STATES
COAT-TASTIC	85/530,733	4,318,457	UNITED STATES
MULTI-TASTIC	85/530,738	4,393,160	UNITED STATES
OMEGA-TASTIC	85/534,572	4,318,485	UNITED STATES
RESPECT YOURSELF. GNC LIVE WELL	85/609,911	4,385,142	UNITED STATES
RESPECT YOURSELF	85/609,912	4,310,590	UNITED STATES
MILESTONES	85/667,854		UNITED STATES
GNC MILESTONES	85/667,845	4,381,128	UNITED STATES
POWER WATER	85/692,437		UNITED STATES
MICRODRIVE	85/700,337		UNITED STATES
APITIN	85/743,653		UNITED STATES
NITRO-FACTOR and design	85/760,942		UNITED STATES
OT2 OPTIMAL TIMING TECHNOLOGY and Design	85/767,769		UNITED STATES
BIG 50	85/776,208	4,328,461	UNITED STATES
ME ON GNC	85/775,443		UNITED STATES
THERE'S A PRO IN ALL OF US	85/797,461		UNITED STATES
REAL ATHLETE	85/864,758		UNITED STATES

PEELED	85/866,315		UNITED STATES
PALED POUCH	85/909,261		UNITED STATES
ACCELERATOR SERIES	85/941,708		UNITED STATES
GNC ACCELERATOR	85/963,370		UNITED STATES
HIP STIX	86/032,355		UNITED STATES
RE-TEST	86/040,075		UNITED STATES
LOSING NEVER FELT THIS GOOD	86/068,310		UNITED STATES
GNC PUREEDGE	86/090,653		UNITED STATES

Domain Names

GARYSWOW.COM  
LUCKY-WOW.COM  
WTBDINC.COM