

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Performance Enhancing Supplements, LLC		07/20/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sunflower Bank, N.A.		
Street Address:	5299 DTC Blvd.		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4265835	ALPHAMINE	
Registration Number:	4704403	AMINO IV	
Registration Number:	4114820	ANABETA	
Registration Number:	5134507	ERGONINE	
Registration Number:	4561248	HIGH VOLUME	
Registration Number:	4685122	NORCODRENE	
Registration Number:	5873973	OLEABURN	
Registration Number:	5853509	OMNIZEN	
Registration Number:	5179800	PESCIENCE	
Registration Number:	6040903	PESCIENCE	
Serial Number:	90001976	PESCIENCE LIPOVATE	
Registration Number:	5134514	PESCIENCE PROLIFIC	
Registration Number:	6030768	RENUVIA	
Registration Number:	5541054	SELECT PROTEIN	
Registration Number:	4789293	SELECT PROTEIN	
Registration Number:	5429853	SELECT PROTEIN 4 OATS	
Registration Number:	5591878	SELECT PROTEIN BAR	
Registration Number:	5838612	SELECT SMART MASS	
Registration Number:	5467568	TRUCREATINE	
TRADEMARK			

OP \$540.00 4265835

Property Type	Number	Word Mark
Registration Number:	5501044	TRUGLUTAMINE
Registration Number:	5229470	TRUMULTI

CORRESPONDENCE DATA

Fax Number: 3038931379

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: 303-892-7250

Email: sandra.wainer@dgsllaw.com

Correspondent Name: Sandra Wainer

Address Line 1: 1550 17th Street, Suite 500

Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Sandra Wainer
SIGNATURE:	/s/ Sandra Wainer
DATE SIGNED:	08/03/2020

Total Attachments: 9

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- source=Patent Trademark and Copyright Security Agreement#page2.tif
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of July 20, 2020, by PERFORMANCE ENHANCING SUPPLEMENTS, LLC, a Delaware limited liability company, as grantor (the "Grantor"), in favor of SUNFLOWER BANK, N.A. ("Secured Party").

RECITALS

A. Grantor and certain other parties have entered into a Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Secured Party, pursuant to which Secured Party has agreed to make a loan to Grantor.

B. Pursuant to the Credit Agreement, the Grantor is required to execute and deliver to Secured Party this Agreement.

C. Pursuant to the terms of the Credit Agreement, the Grantor has granted to Secured Party a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, copyrights, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, to secure the repayment of the Indebtedness (as defined in the Credit Agreement) the Grantor does hereby grant to Secured Party a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
4. each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
5. each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;

6. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");
7. each copyright and copyright application, including, without limitation, each copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
8. each copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;
9. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any copyright, including, without limitation, any copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the "Copyright Collateral")

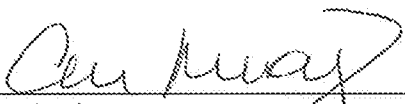
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Credit Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral, the Patent Collateral and the Copyright Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

The Grantor has caused this Patent, Trademark and Copyright Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

**PERFORMANCE ENHANCING SUPPLEMENTS,
LLC**

By: 
Name: Corrie Menary
Title: Secretary and Treasurer

Acknowledged:

SUNFLOWER BANK, N.A.

By: _____
Name: David Harper
Title: Managing Director

STATE OF Ohio)

) ss

COUNTY OF Cuyahoga)

On this 17th day of July, 2020, before me personally appeared, Curtis Maratus, to me known, who, being duly sworn, did depose and say that she is the Secretary and Treasurer of Performance Enhancing Supplements, LLC, a Delaware limited liability company, and which executed the above instrument; and that he signed his name thereto by authority of the managers or similar governing of said entity.

Diane N. Johnson

Notary Public

DIANE N. JOHNSON
NOTARY PUBLIC • STATE OF OHIO
Recorded in Lake County
My commission expires Feb. 12, 2022

The Grantor has caused this Patent, Trademark and Copyright Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.


GRANTOR:

**PERFORMANCE ENHANCING SUPPLEMENTS,
LLC**

By: _____
Name: Corrie Menary
Title: Secretary and Treasurer

Acknowledged:

SUNFLOWER BANK, N.A.

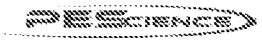

By: 
Name: David Harper
Title: Managing Director

SCHEDULE 1

to

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Trademarks

Trademark Name	Registration No.	Registration Date
Alphamine	4265835, 1120561 (International)	12/25/2012
Amino IV	4704403	3/17/2015
AnaBeta	4114820	3/20/2012
Ergonine	5134507	1/31/2017
High Volume	4561248, 1278477 (International)	7/1/2014
Norcodrene	4685122	2/10/2015
OleaBURN	5873973	10/1/2019
Omnizen	5853509	9/3/2019
pescience	5179800, 1306187 (International)	4/11/2017
PEScience (design and name) 	6040903	4/28/2020
pescience lipovate	90001976	6/15/2020
PEScience Prolific	5134514, 1338650 (International)	1/31/2017
Renuvia	6030768	4/7/2020
Select Protein (design) 	5541054	8/14/2018

Select Protein	4789293, 1234714, 1380920 (International)	8/11/2015
Select Protein 4 Oats	5429853	3/20/2018
Select Protein Bar	5591878, 1428766 (International)	10/23/2018
Select Smart Mass	5838612, 1478683 (International)	8/20/2019
TruCreatine	5467568	5/15/2018
TruGlutamine	5501044	6/26/2018
TruMulti	5229470, 1476036; 1478767 (International)	6/20/2017

SCHEDULE 2

to

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Patents

None

SCHEDULE 3

to

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Copyrights

None