

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arizona Nutritional Supplements, LLC		09/22/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Northbridge Credit LLC, as Agent		
Street Address:	11 West 42nd Street, 13th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5979331	B-NOX RIPPED	
Registration Number:	5598517	ANS	
Registration Number:	5128017	MORE THAN SUPPLEMENTS. SOLUTIONS.	
Registration Number:	4677483	PURE & SIMPLE SUPPLEMENTS	
Registration Number:	4130456	ANS	
Registration Number:	2875686	NUVITE LABS	
Registration Number:	4951197	BETANCOURT ESSENTIALS	
Registration Number:	4893198	PUMP'D	
Registration Number:	4846138	THE BEEF STANDARD	
Registration Number:	4893177	BETANCOURT NUTRITION	
Registration Number:	4833640	B -NOX	
Registration Number:	4823905	ANDRORUSH	
Registration Number:	3968519	RIPPED JUICE	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergekohn.com		
TRADEMARK			

OP \$340.00 5979331

Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7821.014

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 09/23/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2020, by the undersigned ("Grantor"), in favor of CIT NORTHBRIDGE CREDIT LLC, in its capacity as agent ("Agent") for the Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Loan, Security and Guarantee Agreement dated as of even date herewith (including all exhibits and schedules thereto, and as from time to time amended, restated supplemented or otherwise modified, the ("Loan Agreement") by and among Grantor, each of the other Persons from time to time party thereto as "Borrowers" (together with Grantor, collectively, "Borrowers" and each, a "Borrower"), each of the other Persons from time to time party thereto as "Guarantors", Agent and the financial institutions ("Lenders") from time to time party thereto, Agent and Lenders have agreed to make Loans for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure prompt payment and performance of the Obligations, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following (except to the extent that any of the following constitutes Excluded Property), whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Loan Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Loan Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made

and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Trademark Licenses or renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Trademark Licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.


5. GOVERNING LAW. This Trademark Security Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same, instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[signature pages follow]

IN WITNESS WHEREOF, 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.

ARIZONA NUTRITIONAL SUPPLEMENTS, LLC, a
Delaware limited liability company

By: 
Name: Mike Beardall
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

CIT NORTHBRIDGE CREDIT LLC,
as Agent

By: 

Name: Prapti Basnet

Title: Vice President / *Authorized Signatory*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

US Trademarks

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE
B-NOX RIPPED	88215741	Registered	5979331	02/04/20
ANS	87556472	Registered	5598517	11/06/18
MORE THAN SUPPLEMENTS. SOLUTIONS.	87062087	Registered	5128017	01/24/17
PURE & SIMPLE SUPPLEMENTS	86134131	Registered	4677483	01/27/15
ANS	85119188	Registered	4130456	04/24/12
NUVITE LABS	78219069	Registered	2875686	08/17/04
BETANCOURT ESSENTIALS	86764777	Registered	4951197	05/03/16
PUMP'D	86744735	Registered	4893198	01/26/16
THE BEEF STANDARD	86638194	Registered	4846138	11/03/15
BETANCOURT NUTRITION	86722910	Registered	4893177	01/26/16
B -NOX	86480868	Registered	4833640	10/13/15
ANDRORUSH	86474573	Registered	4823905	09/29/15
RIPPED JUICE	77942815	Registered	3968519	05/31/11