

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest Previously Recorded at Reel/Frame (6950/0137)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		10/07/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	General Nutrition Investment Company		
Street Address:	1011 Centre Road		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19805		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88876679	LIVE WELL	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124553222		
Email:	jmull@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:	10/13/2020		
Total Attachments: 4			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE, dated as of October 7, 2020 (this “Release”), is made by JPMorgan Chase Bank, N.A., as Collateral Agent (the “Collateral Agent”) in favor of General Nutrition Investment Company (“GNIC” or “Grantor”).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of February 28, 2018, in favor of the Collateral Agent, GNIC executed and delivered the Trademark Security Agreement (Second Supplemental Filing), dated as of May 2, 2020, in favor of the Collateral Agent, which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 6950, Frame 0137, on June 1, 2020 (as amended, restated, amended and restated, supplement or otherwise modified from time to time, the “Trademark Security Agreement”). Capitalized Terms not defined herein shall have the meanings attributed to them in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, GNIC granted to the Collateral Agent, for the ratable benefit (without regard to control of remedies or applications of payments) of the Secured Parties, a security interest in all of GNIC’s right, title and interest in and to the following (collectively, the “Trademark Collateral”):

- 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; 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 thereafter due and/or payable with respect to any of the Collateral described in (a) above.

WHEREAS, the Collateral Agent acknowledges that the conditions for termination of its security interest in the Trademark Collateral, including the trademark registrations and applications listed on Schedule 1 have been met, and accordingly, the Collateral Agent has agreed to: (i) release all of its security interest covering the Trademark Collateral, including the trademark registrations and applications listed on Schedule 1; (ii) restore all right, title and interest in and to the Trademark Collateral, including the trademark registrations and applications listed on Schedule 1 to GNIC; and (iii) dissolve any and all liens and encumbrances respecting the Trademark Collateral, including the trademark registrations and applications listed on Schedule 1 under the Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent hereby, without recourse, representation or warranty of any kind, (a) terminates, releases, relinquishes and discharges, all of its entire right, title, and interest in and to (including its lien on and security interest in) the Trademark Collateral, including the trademark registrations and applications listed on Schedule 1, and (b) discharges, quit claims, and relinquishes unto GNIC, and assigns to GNIC,

any and all right, title and interest it has in, under, and to, the Trademark Collateral, including the trademark registrations and applications listed on Schedule 1.

The Collateral Agent hereby authorizes the Grantor, or the Grantor's authorized representatives, to record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency. The Collateral Agent agrees to, at the request and expense of the Grantor, execute and deliver to the Grantor such further documents as the Grantor shall reasonably request to release the lien on and security interest in the Trademark Collateral, including registrations and applications listed on Schedule 1.

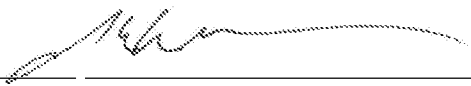
THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Release may be executed electronically and/or 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 release.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

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

By: 
Name: James A. Knight
Title: Executive Director

SCHEDULE 1

Trademark	Jurisdiction	Registration Number	Application Number	Status	Owner
LIVE WELL	U.S.	N/A	88876679	Pending	General Nutrition Investment Company