

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602705

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest Previously Recorded at Reel/Frame (6926/0024)

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: ARIZONA

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: 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: jmull@stblaw.com

Correspondent Name: Alexander Raytman

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

CH \$240.00 5492452

ATTORNEY DOCKET NUMBER:	509265/1570
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	10/13/2020

Total Attachments: 4

source=GNC Trademark Release 6926-0024 Executed (revised)#page1.tif

source=GNC Trademark Release 6926-0024 Executed (revised)#page2.tif

source=GNC Trademark Release 6926-0024 Executed (revised)#page3.tif

source=GNC Trademark Release 6926-0024 Executed (revised)#page4.tif

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 (First Supplemental Filing), dated as of April 28, 2020, in favor of the Collateral Agent, which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 6926, Frame 0024, on April 29, 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 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 registrations and applications listed on Schedule 1; (ii) restore all right, title and interest in and to the Trademark Collateral, including the registrations and applications listed on Schedule 1 to GNIC; and (iii) dissolve any and all liens and encumbrances respecting the Trademark Collateral 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 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 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.

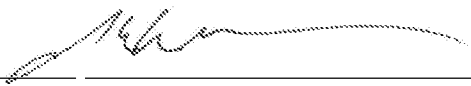
THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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	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