

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM635771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Captek Softgel International, Inc.		03/31/2021	Corporation: CALIFORNIA
Winning Laboratories, Inc.		03/31/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GMB Mezzanine Capital IV, L.P.		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1460		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Partnership: MINNESOTA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5053587	CAPTEK MARINEGEL	
Registration Number:	6139281	CAPTEK	
Registration Number:	4904702	NUTRASTOCK	
Registration Number:	2498177	W	
Registration Number:	2280973	NUTRIMATE	
Registration Number:	1569180	W	
Registration Number:	4904701	J + D NUTRASTOCK	
Registration Number:	4940117	J + D LABS	
Registration Number:	2417333	J&D SOFT-GEL	
Serial Number:	90518057	VISTA VITAMINS	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	9198382034		
Email:	pkarmire@smithlaw.com		
Correspondent Name:	Perky L. Karmire / Smith Anderson Law		

TRADEMARK

Address Line 1:	150 Fayetteville Street
Address Line 2:	Suite 2300
Address Line 4:	Raleigh, NORTH CAROLINA 27602

NAME OF SUBMITTER:	Perky L. Karmire
SIGNATURE:	/s/ Perky L. Karmire
DATE SIGNED:	03/31/2021

Total Attachments: 5

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THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THE SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF MARCH 31, 2021, BY AND AMONG NXT CAPITAL, LLC, AS ADMINISTRATIVE AGENT OR THE SENIOR LENDERS (AS DEFINED THEREIN), GMB MEZZANINE CAPITAL IV, L.P., AS AGENT FOR THE SUBORDINATED LENDERS (AS DEFINED THEREIN), SUCH SUBORDINATED LENDERS, CAPTEK MIDCO, INC., CAPTEK HOLDINGS INC., CAPTEK SOFTGEL INTERNATIONAL, INC., WINNING LABORATORIES, INC., AND J&D LABORATORIES, INC., AS THE SAME MAY BE AMENDED, MODIFIED, RESTATED OR SUPPLEMENTED FROM TIME TO TIME.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of March 31, 2021, by CAPTEK SOFTGEL INTERNATIONAL, INC., a California corporation ("Captek Opco"), WINNING LABORATORIES, INC., a California corporation ("Winning Labs") and J & D LABORATORIES, INC., a California corporation ("J&D Labs", and together with Captek Opco and Winning Labs, collectively the "Grantors" and each individually a "Grantor"), in favor of GMB Mezzanine Capital IV, L.P., in its capacity as Agent for the Lenders party to the Loan Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantors, one or more of their affiliates, Grantee and the lenders identified therein are parties to a certain Loan Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantors (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantors, one or more of their affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantors have granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantors' Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Loan Agreement and Collateral Agreement. The Loan Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, each Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark, including, without limitation, each Trademark application and registration filed with the United States Patent and Trademark Office, listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, Grantee shall, at the sole cost and expense of Grantors, execute all documents, make all filings and take all actions reasonably requested by Grantors to evidence and record the release of the security interest in the Trademark Collateral granted herein.


[Signature page follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

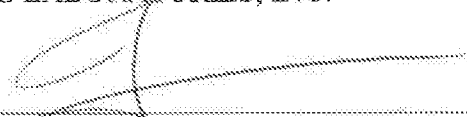
J & D LABORATORIES, INC.

By 
Name: Fon Wong
Title: Chief Financial Officer

CAPTEK SOFTGEL INTERNATIONAL, INC.

By 
Name: Fon Wong
Title: Chief Financial Officer

WINNING LABORATORIES, INC.

By 
Name: Fon Wong
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

GMB MEZZANINE CAPITAL IV, L.P.



By: Lakeside Capital Partners IV, LLC
Its: General Partner

By: Lakeside Capital Management, Inc.
Its: Agent

By: *Cary B. Nordan*
Name: Cary B. Nordan
Title: Partner & Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark/Image	Registration Number	Registration Date	Owner
CAPTEK MARINEGEL	5053587	10/4/2016	Captek Softgel International, Inc.
CAPTEK	6139281	9/01/2020	Captek Softgel International, Inc.
NUTRASTOCK	4904702	2/23/2016	Captek Softgel International, Inc.
	2498177	10/16/2001	Winning Laboratories, Inc.
NUTRIMATE	2280973	9/28/1999	Winning Laboratories, Inc.
	1569180	12/5/1989	Winning Laboratories, Inc.
J + D NUTRASTOCK	4904701	2/23/2016	J & D Laboratories, Inc.
J + D LABS	4940117	4/19/2016	J & D Laboratories, Inc.
J&D SOFT-GEL	2417333	1/2/2001	J & D Laboratories, Inc.

TRADEMARK APPLICATIONS

Trademark/Image	Serial Number	Application Date	Owner
VISTA VITAMINS	90518057	02/08/2021	Captek Softgel International, Inc.