

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Herbalife International, Inc.		08/26/2021	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90093060	HERBALIFE SKIN	
Serial Number:	88895970	MEMORYARMOR	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	038507-0722		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	08/26/2021		
Total Attachments: 6			
source=HLF - Supp. Trademark Security Agreement August 2021 Executed#page1.tif			
source=HLF - Supp. Trademark Security Agreement August 2021 Executed#page2.tif			
source=HLF - Supp. Trademark Security Agreement August 2021 Executed#page3.tif			
source=HLF - Supp. Trademark Security Agreement August 2021 Executed#page4.tif			

CH \$65.00 90093060

source=HLF - Supp. Trademark Security Agreement August 2021 Executed#page5.tif
source=HLF - Supp. Trademark Security Agreement August 2021 Executed#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 26, 2021 (this “Agreement”), is made by each of the signatories hereto indicated as a “Pledgor” (each a “Pledgor” and collectively, the “Pledgors”) in favor of JEFFERIES FINANCE LLC, as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Collateral Agent”).

WHEREAS, pursuant to that certain Credit Agreement dated as of August 16, 2018 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among the Borrowers, Jefferies Finance LLC, as Term Loan B Agent and Collateral Agent, Coöperatieve Rabobank U.A., New York Branch as Term Loan A Agent, Issuing Bank and Revolver Administrative Agent, and the Lenders party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Pledgors entered into the Security Agreement dated as of August 16, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) between each of the Pledgors and the Collateral Agent, pursuant to which each of the Pledgors granted to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement and pursuant to Section 4(B) of the Fourth Amendment, each Pledgor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Collateral Agent with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest

As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby grants to Collateral Agent, for its benefit and for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Pledgor’s right, title and interest in, to and under all of the following property, wherever located, whether now owned or existing, or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”):

the Trademarks, registrations and applications listed in Schedule A hereto, together with any and all (a) rights and privileges arising under applicable law with respect to such Pledgor's use of any such Trademarks, (b) reissues, continuations, extensions and renewals thereof, (c) income, fees, royalties, damages and payments now and hereafter due or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements and dilutions thereof, (d) rights corresponding thereto throughout the world, and (e) rights to sue for past, present and future infringements and dilutions thereof.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), EXCEPT TO THE EXTENT, IN ACCORDANCE WITH CHOICE-OF-LAW PRINCIPLES, THAT THE PERFECTION OF THE SECURITY INTERESTS GRANTED HEREUNDER, OR REMEDIES HEREUNDER IN RESPECT OF ANY OF THE TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

SECTION 5. Counterparts and Electronic Signatures

This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Signatures delivered by facsimile or PDF or other electronic means shall have the same force and effect as manual signatures delivered in person. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other state laws based on the Uniform Electronic

Transactions Act, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

[Remainder of page intentionally left blank]

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

**Herbalife International, Inc.,
as Pledgor**

By: 

Name: Richard Caloca

Title: Treasurer

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____

Name:

Title:

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

**Herbalife International, Inc.,
as Pledgor**

By: _____
Name:
Title:

Accepted and Agreed:

**JEFFERIES FINANCE LLC,
as Collateral Agent**

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application No.	Filing Date	Registration No.	Registration Date
HERBALIFE SKIN	90093060	8/4/2020	---	---
MEMORYARMOR	88895970	4/30/2020	6442340	8/3/2021