

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM699270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FONJOINT, LLC		05/29/2009	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VITAQUEST INTERNATIONAL LLC		
Street Address:	8 Henderson Drive		
City:	West Caldwell		
State/Country:	NEW JERSEY		
Postal Code:	07006		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 54			
Property Type	Number	Word Mark	
Registration Number:	2476063	BLUEPRINT BOTANICALS	
Registration Number:	2889442	CARBO-BLOCK	
Registration Number:	1647835	CELLUSLIM	
Registration Number:	2237956	CHANGES	
Registration Number:	2090048	CHROMERELEASE	
Registration Number:	2991197	CIDER TRIM	
Registration Number:	3204100	CINNABOOST	
Registration Number:	1289772	COUNTRY FARMS	
Registration Number:	1869194	CYBERGENICS QUICK TRIM	
Registration Number:	1789094	CYBERTRIM	
Registration Number:	3563761	DIET SLIM	
Registration Number:	2048355	DIETWORKS	
Registration Number:	3155299	ESSENTIAL GREENS	
Registration Number:	1132551		
Registration Number:	0735918	FOODS PLUS	
Registration Number:	2146851	FOR MEN ONLY	
Registration Number:	2126430	FOR WOMEN ONLY	
Registration Number:	1681685	FOR WOMEN ONLY	
Registration Number:	3319581	GARDEN GREENS	

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2922324	GARLIC SUPREME
Registration Number:	2449655	GINKGO FORCE
Registration Number:	2498908	GLUCOFLEX
Registration Number:	3316949	GOJIBLAST
Registration Number:	3424656	GREENS NEVER TASTED SO GOOD
Registration Number:	2922358	HAIR FARE
Registration Number:	2506711	HERBSCIENCE
Registration Number:	2305206	HI-ENER-G
Registration Number:	1654161	IRON BODIES
Registration Number:	3445748	LIFE SHAKE
Registration Number:	3037390	LIP "E"
Registration Number:	2169656	LIPOSTAT
Registration Number:	2251848	MENOPRIM
Registration Number:	2999769	MILLTRIUM SENIOR
Registration Number:	2991215	NATURE'S APHRODISIAC FOR WOMEN WITH GOAT
Registration Number:	2863009	NITROX
Registration Number:	1690704	NUTRA BETIC
Registration Number:	3168138	NUTRITIONWORKS
Registration Number:	3433198	OMEGAWORKS
Registration Number:	1220527	OPTIPLEX +75
Registration Number:	2347614	PERFECTING THE SCIENCE OF NATURE
Registration Number:	2976695	POLY-ZYME
Registration Number:	2337888	PROBIOLIN
Registration Number:	1820953	QUICK TRIM
Registration Number:	3091922	7-DAY CLEANSING DIET
Registration Number:	3337194	SUNSHINE IN A CAPLET
Registration Number:	1982572	SUPER JUICE
Registration Number:	2991214	THERA-MILL
Registration Number:	1652728	VITA BETIC
Registration Number:	2080501	VITA VIDA
Registration Number:	1786455	VORTEX
Registration Number:	0977138	WINDMILL
Registration Number:	2485733	WINDMILL HEALTH PRODUCTS
Registration Number:	2991196	XTRA TRIM EPHEDRA-FREE
Registration Number:	2922357	VIT-IMMUNE

CORRESPONDENCE DATA

Fax Number: 2016786237

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: 2015256237
Email: jdade@coleschotz.com
Correspondent Name: William W. Stroeve
Address Line 1: 25 Main Street
Address Line 2: Cole Schotz, P.C.
Address Line 4: Hackensack, NEW JERSEY 07601

NAME OF SUBMITTER:	James J. Dade
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SIGNATURE:	/James J. Dade/
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DATE SIGNED:	01/03/2022
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Total Attachments: 4

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VITAQUEST INTERNATIONAL LLC

8 Henderson Drive
West Caldwell, NJ 07006

May 29, 2009

FONJOINT, LLC, as Administrative Agent,
Collateral Agent and Lender
c/o DLA Piper US LLP
1251 Avenue of the Americas
New York, NY 10020

Reference is made to that certain (i) First Lien Credit Agreement, dated as of May 11, 2006 (as the same has been amended, modified, restated or otherwise supplemented from time to time, the "**First Lien Credit Agreement**"), among Vitaquest International LLC, a Delaware limited liability company (the "**Borrower**"), Vitaquest International Holdings, LLC, a Delaware limited liability company ("**Holdings**"), the "**Lenders**" referred to therein (the "**First Lien Lenders**"), and Fonjoint LLC, a Delaware limited liability company ("**Fonjoint**"), as Administrative Agent and Collateral Agent (in such capabilities, the "**First Lien Agent**") and (ii) the Second Lien Credit Agreement, dated as of May 11, 2006 (as the same has been amended, modified, restated or otherwise supplemented from time to time, the "**Second Lien Credit Agreement**") among the Borrower, Holdings, the "**Lenders**" referred to therein (the "**Second Lien Lenders**") and Fonjoint as Administrative Agent and Collateral Agent (in such capacities, the "**Second Lien Agent**"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the First Lien Credit Agreement or the Second Lien Credit Agreement, as applicable.

With effect from the Effective Date (defined below), the Borrower intends to sell, transfer and assign to a third party purchaser (the "**Sale**") certain assets of the Borrower related to its Windmill Health Products operations, as are more particularly set forth on Exhibit A of the Asset Purchase Agreement dated as of even date hereof (the "**Assets**"), and, in connection therewith, has requested that Fonjoint, in its capacity as a Lender, the First Lien Agent and the Second Lien Agent, release and discharge any and all security interests and liens it may hold on, over or which otherwise encumber the Assets under or pursuant to the First Lien Credit Agreement and the Second Lien Credit Agreement.

By executing this letter in the space provided below, Fonjoint, in its capacity as a Lender and as the First Lien Agent and the Second Lien Agent, hereby acknowledges and agrees that, contemporaneously with the consummation of the Sale (the "**Effective Date**"), it hereby releases and discharges all security interests and liens it has or holds on or with respect to the Assets under or pursuant to the First Lien Credit Agreement and the Second Lien Credit Agreement.

In consideration of Fonjoint's agreements contained herein, and as a condition to Fonjoint granting the releases and discharges provided in the immediately preceding paragraph, the Borrower hereby agrees that, promptly following receipt by the Borrower of the proceeds of the Sale, the Borrower shall pay and remit to Fonjoint, all or such portion of such proceeds as is necessary to pay those amounts due under the First Lien Credit Agreement and the Second Lien Credit Agreement described in clauses (a) through (e) below, with such payments to be made in the following descending order of priority:

- (a) to repay outstanding default interest and then all unpaid interest due and payable by the Borrower under the Second Lien Credit Agreement; then, if there is surplus of the proceeds of the Sale remaining;

- (b) to repay outstanding default interest and then all unpaid interests due and payable by the Borrower under the First Lien Credit Agreement, then, if there is surplus of the proceeds of the Sale remaining;
- (c) to repay the outstanding principal balance under the Revolving Loans of the First Lien Credit Agreement, then, if there is surplus of the proceeds of the Sale remaining;
- (d) to repay outstanding principal balance under the Term Loans of the Second Lien Credit Agreement, then, if there is surplus of the proceeds of the Sale remaining;
- (e) to repay outstanding principal balance under the Term Loans of the First Lien Credit Agreement.

To the extent any portion of the proceeds of the Sale is remaining after the application of clauses (a) through (e) above, such portion may be retained by the Borrower to be used for general working capital purposes.

Fonjoint agrees that, in its capacity as a Lender and as the First Lien Agent and the Second Lien Agent, as appropriate, following receipt by it of a copy of this letter duly executed by the Borrower and Holdings, it shall execute and deliver any documentation reasonably necessary to further effect the release and discharge referred to herein, including, without limitation, any UCC-3 financing statement.

Except as expressly provided herein, this letter agreement shall not be deemed to be an amendment or modification of, or operate as a waiver of, or consent to, any provision of any Loan Document or any right, power or remedy of the First Lien Agent, the Second Lien Agent, any First Lien Lender or any Second Lien Lender, nor constitute a waiver of any provision of any Loan Document, or any other document, instrument and/or agreement executed or delivered in connection therewith or of any Default or Event of Default under any of the foregoing. Without limiting the foregoing, the Borrower acknowledges that all security interests and liens held by Fonjoint under and pursuant to the First Lien Credit Agreement and Second Lien Credit Agreement on any assets of the Borrower other than the Assets remains in full force and effect.

[BLANK BELOW]


This letter agreement may be executed in any number of counterparts (including by facsimile) and by the different parties hereto on the same or different counterparts, each of which shall be deemed to be an original instrument but all of which shall constitute one and the same agreement.

VITAQUEST INTERNATIONAL LLC,
as Borrower under the First Lien Credit
Agreement and Second Lien Credit Agreement

By 
Authorized Signatory

AGREED AND ACCEPTED as of
the date first above written:

FONJOINT LLC,
as Administrative Agent, Collateral Agent and
Lender under the First Lien Credit Agreement
and Second Lien Credit Agreement

By 
Authorized Signatory

AGREED AND ACKNOWLEDGED as of
the date first above written:

VITAQUEST INTERNATIONAL HOLDINGS LLC,
as Guarantor under the First Lien Credit Agreement
and Second Lien Credit Agreement


By 
Authorized Signatory

Exhibit A

Exhibit B

Exhibit C

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