

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM706255

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FONJOINT, LLC		05/29/2009	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VITAQUEST INTERNATIONAL LLC		
<b>Street Address:</b>	8 Henderson Drive		
<b>City:</b>	West Caldwell		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07006		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77634097	A SPLASH OF SUNSHINE	
<b>Serial Number:</b>	77291667	ACAIBLAST	
<b>Serial Number:</b>	77316081	AMLASPLASH	
<b>Serial Number:</b>	77634162	CHOCOBERRY	
<b>Serial Number:</b>	77634133	CORAL FACTOR	
<b>Serial Number:</b>	78788164	DIET SLIM	
<b>Serial Number:</b>	77624058	FLEX RIGHT	
<b>Serial Number:</b>	77408799	LIPS ALIVE	
<b>Serial Number:</b>	77634119	MILLGUARD	
<b>Serial Number:</b>	77634144	NIGHT SLIM	
<b>Serial Number:</b>	77103106	NUTRITIONWORKS IQ-E.P.A.	
<b>Serial Number:</b>	78864559	OMEGAFRESH	
<b>Serial Number:</b>	77408793	OMEGA TRIM	
<b>Serial Number:</b>	77051757	RES VIN A TROL	
<b>Serial Number:</b>	77518689	RXPREMIUM	
<b>Serial Number:</b>	78879045	SHAKE OFF THE POUNDS	
<b>Serial Number:</b>	77224588	THERABETIC	
<b>Serial Number:</b>	77049655	THUNDERSTORM	
<b>Serial Number:</b>	77418681	VEGEWASH	

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Property Type	Number	Word Mark
Serial Number:	78501818	VITA-PURE
Serial Number:	78601501	VITA-QUENCH
Serial Number:	78855311	VITAVESCENT
Serial Number:	77781605	RESVERATROX

**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

ATTORNEY DOCKET NUMBER:	42102-0001
NAME OF SUBMITTER:	James J. Dade
SIGNATURE:	/James J. Dade/
DATE SIGNED:	02/03/2022

**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 capacities, 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

20

21