

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750030

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900692112

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Complete Nutrition Brands, LLC		03/15/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Carper Investment Group LLC
Street Address:	4691 DAKOTA STREET
City:	NORWALK
State/Country:	IOWA
Postal Code:	50211
Entity Type:	Limited Liability Company: IOWA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5595261	COMPLETE ELITE
Registration Number:	5131153	COMPLETE NUTRITION
Registration Number:	3287914	COMPLETENUTRITION LOOK BETTER. FEEL BETT
Registration Number:	4290282	ELITE GOLD
Registration Number:	5014400	EMBODYMENTS
Registration Number:	4344228	MANCORE
Registration Number:	4351523	PRIME DRIVE
Registration Number:	4351524	PRIME TRIM
Registration Number:	2994199	RECLAIM

CORRESPONDENCE DATA

Fax Number: 5155587790

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: 5155580200

Email: jgilbertson@zarleylaw.com

Correspondent Name: John D. Gilbertson

Address Line 1: 400 Locust Street

Address Line 2: Capital Square, Suite 200

Address Line 4: Des Moines, IOWA 50309

ATTORNEY DOCKET NUMBER: G0100

NAME OF SUBMITTER: John D. Gilbertson

SIGNATURE: /John D. Gilbertson/

DATE SIGNED: 08/19/2022

Total Attachments: 15

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BILL OF SALE PURSUANT TO UCC SALE AND RELATED TERMS

KNOW ALL MEN BY THESE PRESENTS, that pursuant Article 9 of the Uniform Commercial Code as enacted in Illinois and all other applicable jurisdictions ("UCC") and (i) that Credit Agreement (the "**Loan Agreement**") dated as of July 6, 2018 by and among Complete Nutrition Acquisition Co, LLC, CNMC Holdings, LLC, CNMC Online, LLC, CNMC Stores, LLC, CNMC Distribution, LLC, CNMC Franchising, LLC and all of their wholly owned subsidiaries and related entities (collectively, the "**Debtors**" or the "**Grantors**") in favor of Monroe Capital Management Advisors, LLC, as Administrative Agent and Lead Arranger for the Lenders under the Loan Agreement (the "**Lender**" or the "**Secured Party**"), with an address of c/o Monroe Capital LLC, 311 South Wacker Drive, Suite 6400, Chicago, Illinois 60606; (ii) that Guaranty and Collateral Agreement dated July 6, 2018 ("**Security Agreement**") granting security interests in the assets of Grantors to Secured Party pursuant to the Loan Agreement; and (iii) that Trademark Security Agreement dated July 6, 2018 by CNMC Distribution, LLC granting security interests in certain trademarks in favor of Secured Party pursuant to the Loan Agreement (the "**Trademark Security Agreement**"), the Loan Agreement, the Security Agreement and the Trademark Agreement, together with all documents delivered by Debtors to Secured Party pursuant to the Loan Agreement, shall be referred to as the "**Loan Documents**"), and, following Debtors' default under the Loan Documents, in accordance with that certain Notice of Secured Party's Private Sale of Collateral (the "**Notice**"), which was issued and served on March 2, 2022, which described the collateral being sold ("**Collateral**"), a private sale was conducted at the offices of Saul Ewing Arnstein & Lehr, LLP on March 15, 2022 at 2:00 PM C.S.T. (the "**Sale**"). At the Sale, Secured Party accepted the successful bid for the Collateral submitted by Carper Investment Group ("**Purchaser**") at the Sale. This Bill of Sale is hereby issued effective as of March 15, 2022 ("**Effective Date**").

Reference is hereby made to that certain Offer dated as of February, 2022, submitted by Purchaser and accepted by Secured Party, with the Debtors agreeing to be bound to the obligations created thereby (the "**Offer**"), pursuant to which, among other things, Secured Party would assign and transfer to Purchaser all of its right, title and interest in the Collateral. The Offer was the prevailing offer for the Collateral. In consideration of the mutual covenants and agreements set forth in this Bill of Sale, and for other good and valuable consideration, including without limitation the "**Purchase Price**" as that term is defined in paragraph 2 below, the receipt and sufficiency of which are hereby acknowledged, Secured Party does hereby irrevocably sell, assign, grant, convey, and transfer to Purchaser, free and clear of all liens and security interests of Secured Party and any other subordinate liens, security interests, and other interests, if any, in the Collateral, all right, title, and interest of the Grantors and Secured Party in, under, and to all of the Collateral, under the following terms and conditions:

1. Sale. That pursuant to the Loan Documents, the Offer, the Sale, and the operation of law, the Collateral, more particularly described in Exhibit A attached hereto, Secured Party and Grantors hereby transfer, convey and assign to Purchaser, its successors and assigns, TO HAVE AND TO HOLD for their own use forever, all of Grantors', and Secured Party's right, title and interest in and to the Collateral, free and clear of all liens, claims, security interests as provided in Article 9 of the UCC, but otherwise "AS-IS,

WHERE-IS" WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO THOSE EXPRESS, IMPLIED OR STATUTORY AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. Payment of Purchase Price and Delivery of Collateral. The Purchase Price to be paid by the Purchaser for the Collateral sold by Secured Party hereunder, and other property rights transferred and assigned by Debtors and Secured Party to the Purchaser as identified herein, shall be \$240,000.00. The Purchaser shall pay to Secured Party the Purchase Price paid upon execution of this Bill of Sale. Transfer of the Collateral and the other assets transferred hereunder, and title to the same, shall transfer at the time of Secured Party's receipt of the Purchase Price. The date of the receipt of the Purchase Price and transfer of the ownership of the Collateral shall be referred to hereinafter as the Closing Date.

3. Possible Rebate Due to Inventory Fluctuation. The allocation of that Purchase Price shall be \$115,000 for the Inventory Collateral listed in Exhibit A, and \$125,000 for the remaining Collateral listed in Exhibit A. The Inventory as set forth in Exhibit A is valued at the flat rate of \$5.00 per unit (excluding any shaker-bottles that are included in the Product Inventory). In the event that the aggregate amount of Inventory actually available to the Purchaser after closing is less than 90% of the aggregate amount set forth on Exhibit A for the Inventory being purchased (other than any shaker bottles), the Secured Party shall either (i) rebate a portion of the Purchase Price attributable to the Inventory in an amount equal to \$5/unit (excluding shaker bottles) for each unit of Inventory that is not available to Purchaser so as to reach 90% of the intended aggregate Inventory; or (ii) offer substituted units of other Inventory Products to Purchaser in such quantity and type agreeable to the Purchaser to make up such shortfall.

To be eligible to be included as Inventory to be purchased by the Purchaser under this Bill of Sale, all units of Inventory must have an expiration date of no earlier than 12-31-2022, unless otherwise agreed to by Purchaser.

4. Assignment of Licenses. The entire right, title and interest that Secured Party and/or Debtor hold as licensor under any and all license or retailer agreements in place between Debtors and former Complete Nutrition franchisees or other third parties regarding the ability of such former franchisees or third parties to continue to use any of the trademarks and trade dress sold and transferred to Purchaser under this Bill of Sale ("Assigned Licenses") are also hereby conveyed to Purchaser. The foregoing interests in the Assigned Licenses shall also be deemed Collateral and are subject to the qualifications, disclaimers and limitations of warranty set forth in Paragraph 1 hereof except as specifically stated herein. Secured Party and/or Debtors shall provide copies of any and all such license agreements, and all related documents in their possession, including product purchase histories of each licensee under their respective license or retailer agreement, to the Purchaser, at the Closing Date, or if not available, within ten (10) days thereafter. Debtors represent and warrant to their knowledge that ALL existing license agreements have been, or shall be within the ten (10) day period referenced, disclosed to Purchaser and copies of the same, along with all related documents, shall be provided to Purchaser, at the Closing Date or within the referenced ten (10) day period.

5. Transfer of Interests in Unregistered Marks by Debtors and Secured Party. In

addition, the signing Debtors, to facilitate the foregoing purchase of Collateral by the Purchaser from the Secured Party, do hereby transfer and assign each of their entire right, title and interest they hold to any abandoned or unregistered trademarks or tradenames, or trademarks not subject to Secured Party's security interest, including, but not limited to, the following trademarks or tradenames (collectively the "Unregistered Trademarks" marked as "Cancelled" or "No. Sec. Int. Recorded" on Exhibit A attached hereto and/or as listed below):

COMPLETENUTRITION (stylized)

CTS360

EMBODYLEAN (stylized)

ISO-Z5

PRIME ABS

REFIRM

SEN-FRX

TO YOUR HEALTH YOUR VITAL PATHWAY TO COMPLETE NUTRITION

(stylized)

TRIM 10

TRUFORM

XALT

All trademarks and tradenames associated with the "Ignite" series of marks previously developed by the Debtors.

6. Post-Closing Cooperation of Seller and Debtors. The Secured Party and/or Debtors agree to execute any registration, notice or other document deemed necessary by the Purchaser to facilitate or finalize the acquisition and transfer to Purchaser of the Collateral and Unregistered Trademarks hereunder, including any subsequent transfer of registrations or other acts acknowledging the ownership rights acquired by the Purchaser under the Offer and this Bill of Sale.

7. Post-Closing Website Sales. To the extent that Secured Party and/or Debtors receive funds post-closing from sales occurring through the website(s) to be transferred to the Purchaser that occur after the Closing Date, the Secured Party and/or Debtors will provide to Purchaser an accounting of the same and will tender such funds received to the Purchaser via transfer to the Purchasers designated bank account.

[Signature Page Follows]

IN WITNESS WHEREOF, this Bill of Sale Pursuant to UCC Sale and Related Terms has been executed, effective as of the above Effective Date.

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC**, as Administrative Agent
and Lead Arranger for the Lenders

DocuSigned by:
David Jacobson
By: _____
Name: David Jacobson
Title: CCO

ACCEPTED AND AGREED:

PURCHASER:

CARPER INVESTMENT GROUP LLC, an
Iowa limited liability company

DocuSigned by:
Mick Carper
By: _____
Name: Mick Carper
Title: President

JOINDER BY GRANTORS

The undersigned Debtors and Grantors under the Security Agreement, hereby join in the conveyance by Secured Party and hereby quitclaim and assign to Purchaser their entire right, title and interest in and to the Collateral identified in Exhibit A attached hereto.

COMPLETE NUTRITION ACQUISITION CO. LLC, a Delaware limited liability company

DocuSigned by:
By: John Kolleng
Name: John Kolleng
Title: Manager

CNMC HOLDINGS, LLC, a Delaware limited liability company

DocuSigned by:
By: John Kolleng
Name: John Kolleng
Title: Manager

CNMC ONLINE, LLC, a Delaware limited liability company

DocuSigned by:
By: John Kolleng
Name: John Kolleng
Title: Manager

CNMC STORES, LLC, a Delaware limited liability company

DocuSigned by:
By: John Kolleng
Name: John Kolleng
Title: Manager

CNMC DISTRIBUTION, LLC, a Delaware limited liability company

DocuSigned by:
By: John Kolleng
Name: John Kolleng
Title: Manager

CNMC FRANCHISING, LLC, a Delaware limited liability company

DocuSigned by:
By: John Kolleng
Name: John Kolleng
Title: Manager

EXHIBIT A

The Collateral being sold shall consist of the following:

- Intellectual Property
- Other Assets
- Inventory

CNMC TRADEMARKS AND INTELLECTUAL PROPERTY

Selected TM Records

Mark (Disclaimers, if any)	App. No. / Reg. No.	Owner
COMPLETE ELITE	App: 67845164 Reg: 5595261	COMPLETE NUTRITION ACQUISITION CO. LLC DELAWARE LIMITED LIABILITY CO. SUITE 200 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130 NOTE: KUSHNOR TRADING COMPANY DISTRIBUTION, LLC
EMBODIMENTS	App: 66712676 Reg: 5014400	CNMC DISTRIBUTION, LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130
COMPLETE NUTRITION	App: 66712710 Reg: 5131150	CNMC DISTRIBUTION, LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130
MANCORE	App: 65693690 Reg: 4344228	CNMC DISTRIBUTION, LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130
PRIME DRIVE	App: 65665210 Reg: 4351522	CNMC DISTRIBUTION, LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130
PRIME TRIM	App: 65665249 Reg: 4351524	CNMC DISTRIBUTION, LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET

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CNMC TRADEMARKS AND INTELLECTUAL PROPERTY

Mark (Disclaimers, if any)	App. No. / Reg. No.	Owner
		OMAHA, NEBRASKA, 68130
ELITE GOLD	App 85609826 Reg 4260282	CNMC DISTRIBUTION, LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130
COMPLETENUTRITION (Stylized) (Registration Cancelled)	App 85207758 Reg 4008129	CNMC DISTRIBUTION, LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130
CTSNRN Cross References: CTS 380 (Registration Cancelled)	App 85128872 Reg 3985221	CNMC DISTRIBUTION, LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130
COMPLETENUTRITION LOOK BETTER FEEL BETTER PERFORM BETTER	App 78767603 Reg 3287914	CNMC DISTRIBUTION, LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130
RECLAIM	App 78268550 Reg 2594196	CNMC DISTRIBUTION, LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130

IN ADDITION TO THE FOREGOING, THE DEBTOR SHALL CONVEY ITS ENTIRE RIGHT, TITLE AND INTEREST IN AND TO THOSE TRADE NAMES AND TRADEMARKS, REGISTERED AND OTHERWISE, USED IN THE OPERATION OF DEBTOR'S BUSINESSES, EXCEPT FOR THOSE MARKS USED IN THE OPERATION OF THE MAINE ROAST BUSINESS, INCLUDING WITHOUT LIMITATION THE TRADEMARK "MAINE ROAST."

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OTHER ASSETS

- GSI account including 1,000 UPCs.
- Amazon Vendor Central account – Complete Nutrition.
- Amazon Brand Registry account with the following brands registered ELITE GOLD®, COMPLETE NUTRITION®, PRIME DRIVE®, and RECLAIM®.
- Walmart.com Seller Account including Walmart Fulfillment Services (WFS) agreement.
- CompleteNutrition.com URL registrations plus active Shopify selling accounts.
- Instagram and Facebooks accounts for Complete Nutrition 13.4K followers (Instagram) and 58K (Facebook).
- Complete Nutrition consumer database with 107K active records (Klayvio).
- www.completenutrition.com website.
- Wholesale direct relationships with over 100+ previous Complete Nutrition store owners.
- Updated packaging files with GSI UPCs for over 30 ELITE GOLD® PRIME DRIVE®, RECLAIM® and COMPLETE NUTRITION® products.
- All Marketing and promotional materials. To include: graphics, labels for current and discontinued products. i.e.: Mancore, CTS360, Charger, Refirm.
- Complete Nutrition consumer database with 107k active records (Klayvio) and all account records and documents necessary to determine and the identity of such consumers and products purchased.
- https://protect-us.mimecast.com/s/7pbHCL9Y0juAmP9ycRiCef.?domain=completenutrition.com website and all necessary passwords, links, and other information necessary to access and control the workings of the same.
- All wholesale direct relationships with over 100+ previous Complete Nutrition store owners as previously held and established by Debtors, and all associated account records.

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INVENTORY

BRAND	PRODUCT NAME	FLAVOR	EXPECTED AMOUNT 3/13/12
LEGAL LIMIT LABS	OMEGA SHRED		4898
LEGAL LIMIT LABS	3 TEST OXO		350
LEGAL LIMIT LABS	PRIMAL		966
LEGAL LIMIT LABS	DR1		204
LEGAL LIMIT LABS	SHRED STACKS		246
RECLAIM	MULTIPLURE	MANGO	1468
RECLAIM	MULTIPLURE	BERRY	610
RECLAIM	PRIME DRIVE	STRAW MELON	826
RECLAIM	PRIME DRIVE	TROP PASSION	642
RECLAIM	WHOLE BODY CLEANSE		2159
RECLAIM	PURIFY		356
RECLAIM	BURN		0
RECLAIM	PM SLEEP DROP		39
ELITE GOLD	UPTAKE	STRAWBERRY	1464
ELITE GOLD	ANNEX	VANILLA 4LB.	472
ELITE GOLD	ANNEX	VANILLA 2LB.	116
ELITE GOLD	ANNEX	CHOCOLATE 4LB.	0
ELITE GOLD	ANNEX	CHOCOLATE 2LB.	8
TONE	GOLD		858
	FUSION		633
COMPLETE	ACTIVE MULTI		697
	MAN MULTI		56
IGNITE	BCAA	RASP	480
	BCAA	PINEAPPLE	472
	VCORE	VANILLA 2LB.	116
		CHOC	8
MAINE ROAST	ICED	ICED	2000
	VANILLA	VANILLA	2000
	MOCHA	MOCHA	2000
20 OZ BLENDER BOT			3000

**ADDENDUM AND JOINDER TO BILL OF SALE
PURSUANT TO UCC SALE AND RELATED TERMS**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby joins in that Bill of Sale Pursuant to UCC Sale and Related Terms (“**Bill of Sale**”) made and delivered as further set forth below, and dated as of March 15, 2022 (“**Effective Date**”).

The Bill of Sale was delivered by Monroe Capital Management Advisors LLC as Administrative Agent and Lead Arranger for the Lenders (“**Lender**”) to Carper Investment Group LLC, an Iowa limited liability company (“**Purchaser**”) on the Effective Date in connection with a private sale under the Uniform Commercial Code conducted by the Lender pursuant to Article IX of the Uniform Commercial Code. The Purchaser was the successful bidder for the assets sold pursuant to the Bill of Sale. A copy of the Bill of Sale is attached hereto as Exhibit A, and this Addendum and Joinder is incorporated therein and becomes a part thereof.

The conveyance evidenced by the Bill of Sale was joined by certain Grantors including without limitation, CMNC Distribution, LLC, a Delaware limited liability company (“**CMNC Distribution**”). On or about September 3, 2021, CMNC Distribution filed a Certificate of Amendment with the Secretary of State of the State of Delaware amending its Certificate of Formation to rename the limited company “**Complete Nutrition Brands, LLC**”. Among the assets sold to the Purchaser pursuant to the Bill of Sale were certain CMNC trademarks and intellectual property and which were identified in the Bill of Sale as being owned by CMNC Distribution, LLC. The undersigned hereby executes this Addendum and Joinder to Bill of Sale Pursuant to UCC Sale and Related Terms in order to affirm that any conveyance evidenced by the Bill of Sale joined by CMNC Distribution LLC as a Grantor thereunder, is hereby joined by Complete Nutrition Brands, LLC.

COMPLETE NUTRITION BRANDS, LLC, a Delaware limited liability company (formerly known as CNMC Distribution, LLC, a Delaware limited liability company)

DocuSigned By:
By: John Kolleng
857476E8E203406...
Name & Title: John Kolleng, Manager

ACCEPTED AND AGREED:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent and Lead Arranger for the Lenders

DocuSigned By:
By: David Jacobson
D4B037436D3F470...
Name and Title: David Jacobson, CCO

ACCEPTED AND AGREED:

CARPER INVESTMENT GROUP LLC, an Iowa limited liability company

DocuSigned By:
By: Michael Carper
553B4720B9CB438...
Name and Title: Michael Carper, President

SECOND ADDENDUM TO BILL OF SALE

On this __ day of August, 2022, Monroe Capital Management Advisors, LLC, (“**Monroe Capital**”), CNMC Distribution, LLC (“**CNMC**”) and Carper Investment Group, LLC (“**Carper Investment**”) agree to amend the Bill of Sale Pursuant to UCC Sale and Related Terms executed by such parties on or about March 15, 2022 (“**Bill of Sale**”) as amended by the Addendum and Joinder thereto executed by Monroe Capital, CNMC and Carper Investment, as follows:

1. To avoid any confusion or uncertainty as to the scope of property rights sold and conveyed to Carper Investment by Monroe Capital and/or CNMC pursuant to the Bill of Sale, the parties hereto agree to the following Assignment of rights associated with the various trademarks and other intellectual property rights conveyed to Carper Investment under the Bill of Sale:

Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Monroe Capital, and CNMC hereby irrevocably convey, transfer, and assigns to Carper Investment, and Carper Investment hereby accepts, all of Seller's right, title, and interest in and to the trademark registrations and trademark applications set forth on Exhibit A hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks.

2. All other terms and provisions of the Bill of Sale not referenced herein remain in full force and effect.

Signature page to follow

IN WITNESS WHEREOF, this Second Addendum to the Bill of Sale Pursuant to UCC Sale has been executed, effective as of the above Effective Date.

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC**, as Administrative Agent
and Lead Arranger for the Lenders

DocuSigned by:
David Jacobson
By: _____
D+803743893F470
Name: David Jacobson
Title: CCO

COMPLETE NUTRITION BRANDS, LLC, a
Delaware limited liability company

DocuSigned by:
John Kolleng
By: _____
657478E8E203400
Name: John Kolleng
Title: President

CARPER INVESTMENT GROUP, an Iowa
limited liability company

DocuSigned by:
Michael Carper
By: _____
553B4720B9CB436
Name: Michael Carper
Title: President

CNMC TRADEMARKS AND INTELLECTUAL PROPERTY

Selected TM Records

Mark (Disclaimers, if any)	App. No. / Reg. No.	Owner
COMPLETE ELITE	App 87845164 Reg 5595261	COMPLETE NUTRITION ACQUISITION CO LLC DELAWARE LIMITED LIABILITY CO SUITE 200 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130 Note: current owner CNMC Distribution, LLC
EMBODIMENTS	App 86712676 Reg 5014400	CNMC DISTRIBUTION LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130
COMPLETE NUTRITION	App 86712710 Reg 5131153	CNMC DISTRIBUTION LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130
MANCORE	App 85693890 Reg 4344220	CNMC DISTRIBUTION LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130
PRIME DRIVE	App 85655210 Reg 4351523	CNMC DISTRIBUTION LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130
PRIME TRIM	App 85655249 Reg 4351524	CNMC DISTRIBUTION LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET

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CNMC TRADEMARKS AND INTELLECTUAL PROPERTY

Mark (Disclaimers, if any)	App. No. / Reg. No.	Owner
		OMAHA, NEBRASKA 68130
ELITE GOLD	App 85604926 Reg 4250262	CNMC DISTRIBUTION LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130
COMPLETENUTRITION (Stylized) (Registration Cancelled)	App 85207760 Reg 4009120	CNMC DISTRIBUTION, LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130
CTS360 Cross References: CTS 360 (Registration Cancelled)	App 85128672 Reg 3995221	CNMC DISTRIBUTION, LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130
COMPLETENUTRITION LOOK BETTER FEEL BETTER PERFORM BETTER	App 78787903 Reg 3287914	CNMC DISTRIBUTION, LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130
RECLAIM	App 78266550 Reg 2994199	CNMC DISTRIBUTION, LLC DELAWARE LIMITED LIABILITY COMPANY SUITE 2000 17220 WRIGHT STREET OMAHA, NEBRASKA, 68130

IN ADDITION TO THE FOREGOING, THE DEBTOR SHALL CONVEY ITS ENTIRE RIGHT, TITLE AND INTEREST IN AND TO THOSE TRADE NAMES AND TRADEMARKS, REGISTERED AND OTHERWISE, USED IN THE OPERATION OF DEBTOR'S BUSINESSES, EXCEPT FOR THOSE MARKS USED IN THE OPERATION OF THE MAINE ROAST BUSINESS, INCLUDING WITHOUT LIMITATION THE TRADEMARK "MAINE ROAST."

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