

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, National Association		07/18/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	NAC Marketing Company, LLC		
Street Address:	60 Lake Street		
Internal Address:	Suite 2A		
City:	Burlington		
State/Country:	VERMONT		
Postal Code:	05401		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	New Vitality SBP Holdings, Inc.		
Street Address:	60 Lake Street		
Internal Address:	Suite 2A		
City:	Burlington		
State/Country:	VERMONT		
Postal Code:	05401		
Entity Type:	Corporation: DELAWARE		
Name:	New Vitality Transaction Holdings, Inc.		
Street Address:	60 Lake Street		
Internal Address:	Suite 2A		
City:	Burlington		
State/Country:	VERMONT		
Postal Code:	05401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2287219	BETA PROSTATE	
Registration Number:	4209153	SUPER BETA PROSTATE	
Registration Number:	4515772	SUPER BETA PROSTATE	
Registration Number:	4482378	BETA PROSTATE	

900708407

TRADEMARK
REEL: 007797 FRAME: 0038

CH \$865.00 2287219

Property Type	Number	Word Mark
Registration Number:	4482376	BETA PROSTATE
Registration Number:	4554996	NEW VITALITY AGELESS MALE
Registration Number:	4542769	AGELESS MALE DAILY DEFENSE
Registration Number:	4350359	NEW VITALITY
Registration Number:	4536073	AGELESS MALE HEART HEALTH
Registration Number:	4536068	AGELESS MALE PERFORMANCE
Registration Number:	4273506	COCO COMPLETE
Registration Number:	4196214	TRIPLE ACTION VIRILITY
Registration Number:	4196213	TRIPLE STRENGTH OMEGA-3
Registration Number:	4495173	NEW VITALITY
Registration Number:	4276551	NEW VITALITY
Registration Number:	4276550	NEW VITALITY
Registration Number:	4280414	NEW VITALITY
Registration Number:	3846551	AGELESS
Registration Number:	3703193	AGE-LESS CHOICE
Registration Number:	3021311	AGE-LESS SKIN FORMULA
Registration Number:	4102216	QUIET ASSURE
Serial Number:	86743790	SUPER BETA VIRILITY BOOST
Registration Number:	4959667	NERVE PAIN PLUS
Registration Number:	4959474	ROYAL GREENS
Registration Number:	4932309	DAYSKIN
Registration Number:	4869083	AGELESS MALE
Registration Number:	2582447	GREEN TEA PLUS
Registration Number:	3085894	MULTIVESCENCE
Registration Number:	2702638	NEW VITALITY
Registration Number:	3447802	NIGHTSKIN
Registration Number:	2757379	RUBY REDS
Registration Number:	4071755	LUMATONE
Registration Number:	4237596	MALE MATRIX
Serial Number:	85236913	AGELESS MALE

CORRESPONDENCE DATA

Fax Number:

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: 14155911000

Email: TrademarksCH@winston.com

Correspondent Name: Becky L. Troutman, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/ mp
DATE SIGNED:	07/21/2022
Total Attachments: 4 source=Trademark Release from Fifth Third Bank v99 Executed#page1.tif source=Trademark Release from Fifth Third Bank v99 Executed#page2.tif source=Trademark Release from Fifth Third Bank v99 Executed#page3.tif source=Trademark Release from Fifth Third Bank v99 Executed#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of July 18, 2022 (“Effective Date”) by and between **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent for the Lenders party to the Credit Agreement (as defined below) (together with its successors and assigns, “Grantee”), and (i) **NAC MARKETING COMPANY, LLC** (“NAC”) (ii) **NEW VITALITY SBP HOLDINGS, INC.**, a Delaware corporation (“New Vitality SBP”) and (iii) **NEW VITALITY TRANSACTION HOLDINGS, INC.**, a Delaware corporation (“New Vitality Transaction”) (NAC, New Vitality SBP, and New Vitality Transaction are each, a “Grantor” and collectively, the “Grantors”).

WHEREAS, one or more of the Grantors or an affiliate of each Grantor, Grantee and Lenders are parties to that certain Credit Agreement, dated as of March 31, 2010 (as the same may have been amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”) (all terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement), providing for extension of credit to be made to Grantor and certain of its affiliates by Lenders;

WHEREAS, pursuant to the terms of the Loan Agreement and certain other Security Documents executed by Grantors in favor of Grantee, Grantors previously granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all Trademark Collateral (as defined below);

WHEREAS, without limiting the generality of the foregoing, pursuant to (i) the Security Agreement, dated as of March 31, 2010 between NAC, New Vitality Transaction and Grantee (as amended or otherwise modified from time to time, the “2010 Security Agreement”), the Trademark Security Agreement between NAC and Grantee, dated as of March 31, 2010 (as amended or otherwise modified from time to time, the “2010 Trademark Security Agreement”), as such 2010 Trademark Security Agreement was amended by the First Amendment to Trademark Security Agreement between NAC and Grantee, dated as of May 7, 2012 (the “First Amendment to 2010 Trademark Security Agreement”) (as so amended, the “Amended 2010 Trademark Security Agreement”), (ii) the Trademark Security Agreement, dated as of July 21, 2011, between New Vitality SBP and Grantee (the “2011 Trademark Security Agreement”) (as amended by the First Amendment to Trademark Security Agreement, dated as of May 7, 2012, between New Vitality SBP and Grantee (the “First Amendment to 2011 Trademark Security Agreement”) (as so amended, the “Amended 2011 Trademark Security Agreement”), and (iii) the Trademark Security Agreement, dated as of May 7, 2012, between New Vitality Transaction and Grantee (as amended or otherwise modified from time to time, the “2012 Trademark Security Agreement”), each Grantor granted to Grantee, for its benefit and the benefit of the Lenders, among other things, a continuing security interest in 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 and hereafter created, acquired or arising:

(i) each Trademark and application for Trademark set forth on Schedule 1 annexed hereto or listed on a schedule to the Amended 2010 Trademark Security Agreement, the Amended 2011 Trademark Security Agreement or the 2012 Trademark Security Agreement, together with any renewals 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 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;

WHEREAS, the 2010 Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "PTO") on April 1, 2010 at Reel/Frame 4178/0416 and on October 23, 2015, at Reel 005651, Frame 0306;

WHEREAS, the First Amendment to 2010 Trademark Security Agreement was recorded with the PTO on May 8, 2012 at Reel/Frames 4775/0133;

WHEREAS, the 2011 Trademark Security Agreement was recorded on July 22, 2011 at Reel/Frame 4588/0691 and on October 23, 2015 at Reel/Frame 5651/0314;

WHEREAS, the First Amendment to 2011 Trademark Security Agreement was recorded with the PTO on May 8, 2012 at Reel/Frame 4775/0054;

WHEREAS, the 2012 Trademark Security Agreement was recorded on May 8, 2012 at Reel/Frame 4775/0147.

WHEREAS, Grantors, Grantee and Lenders have agreed to terminate the Loan Agreement and the Grantee has, at Grantors' request, agreed to release its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates, cancels, discharges, reassigns and releases to the Grantor any and all liens and security interests it has against, and any and all right, title and interest it may have in or to, the Trademark Collateral.

Grantee shall, at the applicable Grantor's expense, take all further actions, and provide to each Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by each Grantor to more fully and effectively effectuate the purposes of this Release.


(Signature Page Follows)

(Signature Page to Release of Security Interest in Trademarks)

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

GRANTEE:

**FIFTH THIRD BANK, NATIONAL
ASSOCIATION, as Administrative Agent**

By: 
Name: GRAEME K. SACK
Title: Vice President

SCHEDULE 1 TO RELEASE OF SECURITY INTEREST IN TRADEMARKS¹

<u>Trademark</u>	<u>US Registration No. or Application Serial Number</u>
Beta Prostate	2,287,219 (cancelled)
Super Beta Prostate	4,209,153 (App. No. 85503374)
SUPER BETA PROSTATE	4,515,772
BETA PROSTATE	4,482,378 (cancelled)
BETA PROSTATE	4,482,376
SUPER BETA PROSTATE	85,503,374
NEW VITALITY AGELESS MALE	4554996 (cancelled)
AGELESS MALE DAILY DEFENSE	4542769 (cancelled)
NEW VITALITY	4350359 (cancelled)
AGELESS MALE HEART HEALTH	4536073 (cancelled)
AGELESS MALE PERFORMANCE	4536068
COCO COMPLETE	4273506
TRIPLE ACTION VIRILITY	4196214
TRIPLE STRENGTH OMEGA-3	4196213
NEW VITALITY	4495173 (cancelled)
NEW VITALITY	4276551
NEW VITALITY	4276550
NEW VITALITY	4280414
AGE-LESS	3846551
AGLESS-CHOICE	3703193 (cancelled)
AGE-LESS SKIN FORMULA	3021311 (cancelled)
QUIET ASSURE	4102216
SUPER BETA VIRILITY BOOST	App. No. 86743790 (abandoned)
NERVE PAIN PLUS	4959667 (App. No. 86743737)
ROYAL GREENS	4959474 (App. No. 86741042)
DAYSKIN	4932309 (App. No. 86740862)
AGELESS MALE	4869083 (App. No. 86209474)
GREEN TEA PLUS	2582447
MULTIVESCENCE	3085894
NEW VITALITY	2702638
NIGHTSKIN	3447802
RUBY REDS	2757379
LUMATONE	4071755
MALE MATRIX	4237596 (App. No. 85589544)
AGELESS MALE	App. No. 85236913 (abandoned)

¹ NTD: Schedule has been updated to list all active registrations and any cancelled and abandoned registrations and applications for marks including any of the core marks (Beta Prostate, New Vitality or Ageless).