

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Captek Softgel International, Inc.		08/16/2022	Corporation: CALIFORNIA
J & D Laboratories, Inc.		08/16/2022	Corporation: CALIFORNIA
Winning Laboratories, Inc.		08/16/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A. as Administrative Agent		
Street Address:	320 S. Canal St.		
Internal Address:	14th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97024136	CERRITOS SUPPLEMENTS	
Serial Number:	90518057	VISTA VITAMINS	
Registration Number:	6139281	CAPTEK	
Registration Number:	5053587	CAPTEK MARINEGEL	
Registration Number:	4904702	NUTRASTOCK	
Registration Number:	4940117	J + D LABS	
Registration Number:	4904701	J + D NUTRASTOCK	
Registration Number:	2498177	W	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kennady Wade/White & Case LLP		
Address Line 1:	1221 6th Ave		
Address Line 4:	New York, NEW YORK 10020		

CH \$215.00 97024136

ATTORNEY DOCKET NUMBER:	1785638-0148-CZ43
NAME OF SUBMITTER:	Kennady Wade
SIGNATURE:	/Kennady Wade/
DATE SIGNED:	08/16/2022
Total Attachments: 4 source=BMO - Captek - Trademark Security Agreement#page1.tif source=BMO - Captek - Trademark Security Agreement#page2.tif source=BMO - Captek - Trademark Security Agreement#page3.tif source=BMO - Captek - Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of August 16, 2022, by CAPTEK SOFTGEL INTERNATIONAL, INC., a California corporation, J&D LABORATORIES, INC., a California corporation and WINNING LABORATORIES, INC., a California corporation (each, a “Grantor” and collectively, the “Grantors”), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for each Lender Party (in such capacity, together with its successors and assigns in such capacity, if any, “Grantee”).

WHEREAS, the Grantors have adopted, used and is using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated as of August 16, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Grantee (and its agents and designees) for the benefit of the Lender Parties, a continuing security interest in all right, title and interest of each such Grantor in, to and under the Trademark Collateral (as defined below), to secure the payment, performance and observance of all of the Secured Obligations.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. As collateral security for the payment, performance and observance of all of the Secured Obligations, the Grantor does hereby pledge and grant to the Grantee (and its agents and designees) for the benefit of the Lender Parties, a continuing security interest in all of the following property, whether now or hereafter existing or whether now owned or hereafter acquired (collectively, the “Trademark Collateral”):

the Trademarks, together with (a) all extensions, modifications and renewals thereof, (b) the goodwill of the business connected with the use of and symbolized by any of the foregoing, (c) all income, license fees, royalties, damages, claims and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, (d) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, and (e) rights corresponding thereto throughout the world. Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Assets.

2. All capitalized terms used but not otherwise defined herein have the meanings given to them (including by reference) in the Security Agreement.

3. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral, and the security interest granted therein, are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of a conflict between this Trademark Security Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

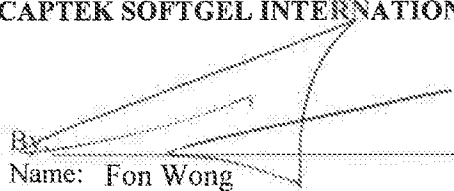
4. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

5. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

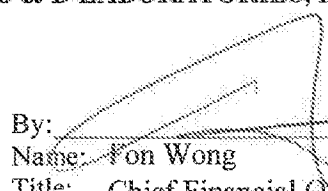
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

CAPTEK SOFTGEL INTERNATIONAL, INC.,

By: 
Name: Fon Wong
Title: Chief Financial Officer

J & D LABORATORIES, INC.,

By: 
Name: Fon Wong
Title: Chief Financial Officer

WINNING LABORATORIES, INC.,

By: 
Name: Fon Wong
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
CAPTEK SOFTGEL INTERNATIONAL, INC.	CERRITOS SUPPLEMENTS	97024136	13-SEP-2021	N/A	N/A
CAPTEK SOFTGEL INTERNATIONAL, INC.	VISTA VITAMINS	90518057	08-FEB-2021	N/A	N/A
CAPTEK SOFTGEL INTERNATIONAL, INC.	CAPTEK	88486637	24-JUN-2019	6139281	01-SEP-2020
CAPTEK SOFTGEL INTERNATIONAL, INC.	CAPTEK MARINEGEL	86907724	15-FEB-2016	5053587	04-OCT-2016
CAPTEK SOFTGEL INTERNATIONAL, INC.	NUTRASTOCK	86692986	14-JUL-2015	4904702	23-FEB-2016
J&D LABORATORIES, INC.	J + D LABS	86692977	14-JUL-2015	4940117	19-APR-2016
J&D LABORATORIES, INC.	J + D NUTRASTOCK	86692984	14-JUL-2015	4904701	23-FEB-2016
WINNING LABORATORIES, INC.	W	76128302	15-SEP-2000	2498177	16-OCT-2001