

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NutraMarks, Inc.		09/26/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue		
Internal Address:	38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6405180	CLARITY & VITALITY	
Registration Number:	6405178	HEART HERO	
Registration Number:	6673295	IMMUFIGHT	
Registration Number:	2915633	SINUFIX	
Registration Number:	6377774	SKINNY FAST	
Registration Number:	6405322	Z ZHOU	
Registration Number:	6846321	ACTIVMELT	
Registration Number:	6822011	IMMUNE-N-GO	
Serial Number:	97106438	ACTIVMELT INSTANT DISSOLVE	
Serial Number:	97171131	HERITAGE STORE EST. 1969	
Serial Number:	97169218	HERITAGE STORE EST 1969	
Serial Number:	97171427	HERITAGE STORE EST. 1969	
Serial Number:	97208398	NATURAL BALANCE	
Serial Number:	97379747	SHARPMIND	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			

CH \$365.00 6405180

Phone: 13129932622
Email: gayle.grocke@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 058516-0063

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 09/29/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of September 26, 2022 (this “Trademark Security Agreement”), is made by the signatory hereto listed under “Pledgor” (the “Pledgor”), in favor of Owl Rock Capital Corporation, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of September 30, 2020 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, among others, Nutraceutical International Corporation, a Delaware corporation (the “Initial Borrower” and, together with each Additional Borrower from time to time party thereto, the “Borrowers” and each individually, a “Borrower”), certain subsidiaries and affiliates of the Borrowers from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, and (iii) continuations, extensions and renewals thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a

Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

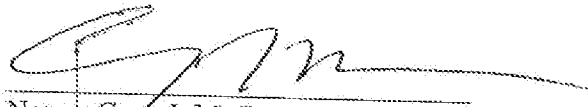
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

NUTRAMARKS, INC.

By: 

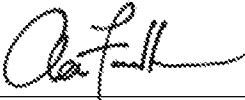
Name: Cory J. McQueen

Title: Chief Accounting Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

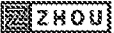
OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Adam Forchheimer
Title: Authorized Signatory


SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT





UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Title	Application Number Application Date	Registration Number Registration Date	Owner
CLARITY & VITALITY	90094663 August 5, 2020	6405180 June 29, 2021	NUTRAMARKS, INC.
HEART HERO	90094596 August 5, 2020	6405178 June 29, 2021	NUTRAMARKS, INC.
IMMUFIGHT	90186101 September 16, 2020	6673295 March 15, 2022	NUTRAMARKS, INC.
SINUFIX	76515599 May 20, 2003	2915633 January 4, 2005	NUTRAMARKS, INC.
SKINNY FAST	90204543 September 23, 2020	6377774 June 8, 2021	NUTRAMARKS, INC.
Z ZHOU and Design 	90182197 September 15, 2020	6405322 June 29, 2021	NUTRAMARKS, INC.
ACTIVMELT	97070074 October 12, 2021	6846321 September 13, 2022	NUTRAMARKS, INC.
IMMUNE-N-GO	90330748 November 19, 2020	6822011 August 16, 2022	NUTRAMARKS, INC.

United States Trademark Applications:

Title	Application Number Application Date	Registration Number Registration Date	Owner
ACTIVMELT INSTANT MELT and Design 	97106438 November 3, 2021	--	NUTRAMARKS, INC.

Title	Application Number Application Date	Registration Number Registration Date	Owner
HERITAGE STORE EST 1969 and Design 	97171131 December 14, 2021	--	NUTRAMARKS, INC.
HERITAGE STORE EST 1969 and Design 	97169218 December 13, 2021	--	NUTRAMARKS, INC.
HERITAGE STORE EST 1969 and Design 	97171427 December 14, 2021	--	NUTRAMARKS, INC.
NATURAL BALANCE and Design 	97208398 January 7, 2022	--	NUTRAMARKS, INC.
SHARPMIND	97379747 April 25, 2022	--	NUTRAMARKS, INC.