

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765831

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vitamin Discount Center, LLC		11/03/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MGG Investment Group LP		
Street Address:	One Penn Plaza, 53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10119		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3109138	FOR LIFE. FOR LESS.	
Registration Number:	4936172	FOR LIFE. FOR LESS.	
Registration Number:	5352437	VITAMIN DISCOUNT CENTER	
Registration Number:	2790613	VITAMIN DISCOUNT CENTER	
Registration Number:	4308280	FORM ESSENTIALS	
Registration Number:	4781903	SOLUS	
Registration Number:	5255072	BODY VIGOR	
Serial Number:	88737831		
Serial Number:	88728963	VDCUSA	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			
Phone:	617.526.9653		
Email:	ypan@proskauer.com		
Correspondent Name:	Bethany Johnson		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		

CH \$240.00 3109138

ATTORNEY DOCKET NUMBER:	47057.074
NAME OF SUBMITTER:	Bethany Johnson
SIGNATURE:	/Bethany Johnson/
DATE SIGNED:	11/04/2022

Total Attachments: 3

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ASSIGNMENT FOR SECURITY - - TRADEMARKS

November 3, 2022

WHEREAS, Vitamin Discount Center, LLC (the "Assignor") has adopted, used and is using, and holds 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, the Assignor has entered into a Pledge and Security Agreement, dated as of November 3, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of MGG Investment Group LP, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns in such capacity, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral 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 WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

Vitamin Discount Center, LLC

By: _____

Name: Taylor Hamilton

Title: Chief Executive Officer

Signature Page to Trademark Security Agreement (MGG)

TRADEMARK

REEL: 007885 FRAME: 0853

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by Vitamin Discount Center, LLC

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
Vitamin Discount Center, LLC	U.S.	FOR LIFE. FOR LESS.	78639674 3109138	5/4/2020	6/27/2006	
Vitamin Discount Center, LLC	U.S.	FOR LIFE. FOR LESS.	86734512 4936172	5/4/2020	4/12/2016	
Vitamin Discount Center, LLC	U.S.	VITAMIN DISCOUNT CENTER	87519649 5352437	7/7/2017	12/5/2017	
Vitamin Discount Center, LLC	U.S.	VITAMIN DISCOUNT CENTER	76440395 2790613	8/8/2002	12/9/2003	
Vitamin Discount Center, LLC	U.S.	FORM ESSENTIALS	85670990 4308280	7/7/2012	3/26/2013	
Vitamin Discount Center, LLC	U.S.	SOLUS	86474619 4781903	12/8/2014	7/28/2015	
Vitamin Discount Center, LLC	U.S.	BODY VIGOR	87258668 5255072	12/6/2016	8/1/2017	
Vitamin Discount Center, LLC	U.S.	VDCUSA (logo)	88737831	12/23/2019	08/10/2021	
Vitamin Discount Center, LLC	U.S.	VDCUSA (word and logo)	88728963	12/16/2019	08/10/2021	