

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI118702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWANSON HEALTH PRODUCTS, INCORPORATED		03/20/2024	Corporation: NORTH DAKOTA
RECEIVING PARTY DATA			
Company Name:	BMO BANK N.A., as Administrative Agent		
Street Address:	320 S Canal Street, 14th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	7295520	LONG DAY SELF-RECOVERY	
Registration Number:	7295522	MENTAL BALANCE WITH HERBS	
Registration Number:	7295521	PEACE OF MIND MUSHROOM	
Registration Number:	7306324	W//O	
Registration Number:	7306321	SWANSON W//O	
Registration Number:	7306320	W//O	
Registration Number:	7306323	SWANSON W//O WELLNESS INSIDE & OUT	
Registration Number:	7306199	MELATONIN 101	
Registration Number:	7300600	IDEAL WORKING CONDITIONS	
Registration Number:	7300599	HAPPY MIND, HAPPY GUT	
Registration Number:	7300598	STRESS RESTORE & IMMUNE RELOAD	
Registration Number:	7288540	CALM SLEEP WAVES	
Registration Number:	7288542	COMPLETE SLEEP MAKEOVER	
Registration Number:	7288543	MAGNESIUMMIES	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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>			
TRADEMARK			

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Phone: 3125778438
Email: raquel.haleem@katten.com
Correspondent Name: Raquel Haleem c/o Katten Muchin
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
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SIGNATURE:	Raquel Haleem
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DATE SIGNED:	03/25/2024
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of March 20, 2024, by SWANSON HEALTH PRODUCTS, INCORPORATED, a North Dakota corporation ("Grantor"), in favor of BMO BANK N.A. (f/k/a BMO HARRIS BANK, N.A.), in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor 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 Grantor has entered into a Pledge and Security Agreement, dated January 22, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill 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 in each included in the Collateral (the "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark 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 the event of a conflict between this Trademark Security Agreement and the Security Agreement, the provisions of the Security Agreement shall control.


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, the 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.

**SWANSON HEALTH PRODUCTS,
INCORPORATED**

By:  _____
Name: Colin Markey
Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Title	Registration No.	Registration Date	Status	Owner
LONG DAY SELF-RECOVERY	7295520	1/30/24	Registered	Swanson Health Products
MENTAL BALANCE WITH HERBS	7295522	1/30/24	Registered	Swanson Health Products
PEACE OF MIND MUSHROOM	7295521	1/30/24	Registered	Swanson Health Products
W/I/O	7306324	2/13/24	Registered	Swanson Health Products
SWANSON W/I/O	7306321	2/13/24	Registered	Swanson Health Products
W/I/O	7306320	2/13/24	Registered	Swanson Health Products
SWANSON W/I/O WELLNESS INSIDE & OUT	7306323	2/13/24	Registered	Swanson Health Products
MELATONIN 101	7306199	2/13/24	Registered	Swanson Health Products
IDEAL WORKING CONDITIONS	7300600	2/6/24	Registered	Swanson Health Products
HAPPY MIND, HAPPY GUT	7300599	2/6/24	Registered	Swanson Health Products
STRESS RESTORE & IMMUNE RELOAD	7300598	2/6/24	Registered	Swanson Health Products
CALM SLEEP WAVES	7288540	1/23/24	Registered	Swanson Health Products
COMPLETE SLEEP MAKEOVER	7288542	1/23/24	Registered	Swanson Health Products
MAGNESIUMMIES	7288543	1/23/24	Registered	Swanson Health Products