

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM370192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWANSON HEALTH PRODUCTS, INCORPORATED		01/22/2016	CORPORATION: NORTH DAKOTA
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., AS ADMINISTRATIVE AGENT		
Street Address:	111 W. MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	2781469	BODY RESCUE	
Registration Number:	3033551	CALCIBOOST	
Registration Number:	3003700	CIRCULATION ESSENTIALS	
Registration Number:	2947540	DETOXILEAN	
Registration Number:	3033552	DIET DUO	
Registration Number:	2134435	DOCTOR'S A-Z	
Registration Number:	3033549	EYESALIVE VISION NUTRITION	
Registration Number:	2511853	OMEGA TRU	
Registration Number:	2954587	RIGHT AGE	
Registration Number:	2606264	SWANSON	
Registration Number:	1730616	SWANSON	
Registration Number:	3036557	SWANSON HEALTH PRODUCTS	
Registration Number:	3057638	SWANSON KYOTO	
Registration Number:	2657524	SWANSON PREMIUM BRAND	
Registration Number:	2596497	SWANSON ULTRA	
Registration Number:	3292129	FULL SPECTRUM	
Registration Number:	3978910	PALMETTO PURE	
Registration Number:	4003139	PALMETTOPURE	

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3849091	SENIOR MUSCLE RETENTION
Registration Number:	3343801	TRUFLEX
Registration Number:	3967470	VITAL MULTI
Registration Number:	3202991	CARDIOPLEX

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: 312.577.8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207545-00089
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	01/22/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of January 22, 2016, by SWANSON HEALTH PRODUCTS, INCORPORATED ("Grantor"), in favor of 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: Heather Smith Thorne

Its: Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Title	Application No.	Application Date	Registration No.	Registration Date
BODY RESCUE	76437591	8/5/02	2781469	11/11/03
CALCIBOOST	76589291	4/29/04	3033551	12/27/05
CIRCULATION ESSENTIALS	78353646	1/19/04	3003700	10/4/05
DETOXILEAN	76589295	4/29/04	2947540	5/10/05
DIET DUO	76589293	4/29/04	3033552	12/27/05
DOCTOR'S A-Z	75246240	2/24/97	2134435	2/3/98
EYESALIVE VISION NUTRITION	76589139	4/28/04	3033549	12/27/05
OMEGA TRU	75942420	3/13/00	2511853	11/27/01
RIGHT AGE	76592342	5/17/04	2954587	5/24/05
SWANSON	75436354	2/18/98	2606264	8/13/02
SWANSON	74246842	2/18/92	1730616	11/10/92
SWANSON HEALTH PRODUCTS	78308678	10/2/03	3036557	12/27/05
SWANSON KYOTO	78566964	2/14/05	3057638	2/7/06
SWANSON PREMIUM BRAND	75518415	7/13/98	2657524	12/10/02
SWANSON ULTRA	75516409	7/9/98	2596497	7/23/02

Title	Application No.	Application Date	Registration No.	Registration Date
CARDIOPLEX	78786217	1/6/06	3202991	1/23/07
FULL SPECTRUM	78838790	3/16/06	3292129	9/11/07
PALMETTO PURE	77878912	11/23/09	3978910	6/14/11
PALMETTOPURE	77868419	11/9/09	4003139	7/26/11
SENIOR MUSCLE RETENTION	77852900	10/20/09	3849091	9/14/10
TRUFLEX	78624652	5/6/05	3343801	11/27/07
VITAL MULTI	77960762	3/17/10	3967470	5/24/11