

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM413330

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CENEGENICS, LLC		01/11/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH STREET FINANCE CORP.		
<b>Street Address:</b>	777 WEST PUTNAM AVENUE		
<b>Internal Address:</b>	3RD FLOOR		
<b>City:</b>	GREENWICH		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86550740	CENEGENICS ELITE PERFORMANCE	
<b>Serial Number:</b>	86550731	CENEGENICS ELITE PERFORMANCE	
<b>Serial Number:</b>	86276367	CENEGENICS	
<b>Serial Number:</b>	86276373	CENEGENICS	
<b>Serial Number:</b>	86276362	CENEGENICS	
<b>Serial Number:</b>	86276354	CENEGENICS	
<b>Serial Number:</b>	86017718	CENEGENICS CORPORATE HEALTH	
<b>Serial Number:</b>	86012907	CENEGENICS ELITE HEALTH	
<b>Serial Number:</b>	85812422	CENEGENICS EDUCATION AND RESEARCH FOUNDA	
<b>Serial Number:</b>	85812421	CENEGENICS EDUCATION AND RESEARCH FOUNDA	
<b>Serial Number:</b>	85812412	CENEGENICS ELITE HEALTH	
<b>Serial Number:</b>	85812409	CENEGENICS ELITE HEALTH	
<b>Serial Number:</b>	76662738	CENEGENICS MEDICAL INSTITUTE	
<b>Serial Number:</b>	75299397	CENEGENICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7145469035		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$365.00 86550740

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 714-641-5100  
**Email:** fsanders@rutan.com  
**Correspondent Name:** RUTAN & TUCKER, LLP  
**Address Line 1:** 611 ANTON BLVD., SUITE 1400  
**Address Line 4:** COSTA MESA, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	024969.0061
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<b>NAME OF SUBMITTER:</b>	HANI Z. SAYED
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<b>SIGNATURE:</b>	/HANI Z. SAYED/
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<b>DATE SIGNED:</b>	01/23/2017
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**Total Attachments: 7**

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## ANNEX TO TRADEMARK SECURITY AGREEMENT

This ANNEX TO TRADEMARK SECURITY AGREEMENT (this "Annex") dated as of January 11, 2017, made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors") in favor of FIFTH STREET FINANCE CORP., a Delaware corporation, as Administrative Agent for itself and certain other Lenders ("Administrative Agent"), shall be attached and supplements that certain Trademark Security Agreement dated as of September 30, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 30, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Borrower (as defined in the Credit Agreement), the lenders party thereto (such lenders, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Schedule I to the Trademark Security Agreement is hereby supplemented by adding the information set forth in Schedule I attached hereto.

2. This Annex may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by electronic mail transmission shall be as effective as delivery of a manually executed counterpart hereof.

3. Except as expressly supplemented hereby, the Trademark Security Agreement shall remain in full force and effect.

4. This Annex shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflict of laws principles thereof other than Section 5-1401 of the New York General Obligations Law.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties have caused this Annex to Trademark Security Agreement to be executed and delivered by its duly authorized person as of the date first set forth above.

**"Grantor"**

CENEGENICS, L.L.C.

By: 

Name: JOHN ADAMS

Title: CEO

[SIGNATURE PAGE FOLLOWS]

024969-0061  
10462434

Signature Page to Annex to  
Trademark Security Agreement

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3. Except as expressly supplemented hereby, the Trademark Security Agreement shall remain in full force and effect.
4. This Annex shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflict of laws principles thereof other than Section 5-1401 of the New York General Obligations Law.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties have caused this Annex to Trademark Security Agreement to be executed and delivered by its duly authorized person as of the date first set forth above.

"Grantor"

CENEGENICS, L.L.C.

By: 

Name: JOHN ADAMS

Title: CEO

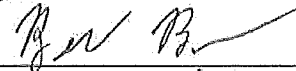
[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGED AND AGREED  
as of the date first above written:

**"Administrative Agent"**

FIFTH STREET FINANCE CORP.,  
a Delaware corporation

By: Fifth Street Management LLC,  
a Delaware limited liability company,  
its Agent

By:   
Name: Bernard Burn  
Title: President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

Attached.



Country	Trade-mark	International Classes	Registered Owner	Effective Owner	Application No.	Application Date	Registration No.	Registration Date	Next Renewal Due	Status
Argentina	Cenegenes	5	Cenegenes, LLC	Cenegenes, LLC	3483391	3/3/2016				Pending
Argentina	Cenegenes	44	Cenegenes, LLC	Cenegenes, LLC	3483390	3/3/2016				Pending
Barbados	Cenegenes	5	Cenegenes, LLC	Cenegenes, LLC		9/10/2013				Pending
Barbados	Cenegenes	44	Cenegenes, LLC	Cenegenes, LLC		9/10/2013				Pending
Brazil	Cenegenes	5	Cenegenes, LLC	Cenegenes, LLC	840614993	8/19/2013				Pending
Brazil	Cenegenes	44	Cenegenes, LLC	Cenegenes, LLC	840615000	8/19/2013				Pending
Canada	Cenegenes		Cenegenes, LLC	Cenegenes, LLC	1,662,355	2/3/2014				Published
Canada	Cenegenes		Cenegenes, LLC	Cenegenes, LLC	1,472,464	3/9/2010				Published
Canada	Cenegenes		Cenegenes, LLC	Cenegenes, LLC	CT6833065	8/19/2013	TM4807,381 & TM4941,895	9/19/2016	9/19/1931	Allowed
Cayman Islands	Cenegenes	5	Cenegenes, LLC	Cenegenes, LLC	1071801	8/21/2013	CT6833065	9/10/2013	8/19/2023	Registered
Chile	Cenegenes	5,44	Cenegenes, LLC	Cenegenes, LLC	13 192240	8/15/2013				Published
Colombia	Cenegenes	44	Cenegenes, LLC	Cenegenes, LLC	2013-010662	12/12/2013	234652	4/28/2014	4/28/2024	Registered
Costa Rica	Cenegenes	5,44	Cenegenes, LLC	Cenegenes, LLC	2014-690	1/9/2014	210341	4/22/2014	4/22/2024	Registered
Dominican Republic	Cenegenes	44	Cenegenes, LLC	Cenegenes, LLC	2014-691	1/9/2014	210418	4/22/2014	4/22/2024	Registered
Dominican Republic	Cenegenes	5	Cenegenes, LLC	Cenegenes, LLC	20160230471	3/3/2016	2016150518			Published
El Salvador	Cenegenes	5, 44	Cenegenes, LLC	Cenegenes, LLC			15367212	9/7/2016	4/22/2026	Registered
European Union	Cenegenes	5,44	Cenegenes, LLC	Cenegenes, LLC	Not yet filed					Registered
Gatamala	Cenegenes	5,44	Cenegenes, LLC	Cenegenes, LLC	63 183	8/12/2013				Published
Jamaica	Cenegenes	5,44	Cenegenes, LLC	Cenegenes, LLC	1,403,638	8/15/2013	1,445,257	3/31/2014	8/15/2023	Registered
Mexico	Cenegenes	44	Cenegenes, LLC	Cenegenes, LLC	225620-01	8/21/2013	225620-01	4/23/2014	8/21/2023	Registered
Panama	Cenegenes	5,44	Cenegenes, LLC	Cenegenes, LLC	652965-2016	3/4/2016				Pending
Peru	Cenegenes	5,44	Cenegenes, LLC	Cenegenes, LLC	75299,397	5/29/1997	2,223,227	2/9/1999	2/9/2019	Registered
United States of America	Cenegenes (and design)	42	Cenegenes, LLC	Cenegenes, LLC	1390445	4/8/2008	807,381	9/22/2011	9/22/2026	Registered
Canada	Cenegenes (and design)	5	Cenegenes, LLC	Cenegenes, LLC	6752049	5/29/2008	6752049	11/28/2010	11/27/2020	Registered
China	Cenegenes (and design)	5	Cenegenes, LLC	Cenegenes, LLC	10310480	12/15/2011				Pending
China	Cenegenes (and design)	44	Cenegenes, LLC	Cenegenes, LLC	08-037815	4/15/2008	366475	10/31/2008	10/31/2018	Registered
Colombia	Cenegenes (and design)	5	Cenegenes, LLC	Cenegenes, LLC	6835065	4/15/2008	6835065	12/02/2009	4/15/2018	Registered
European Union	Cenegenes (and design)	5	Cenegenes, LLC	Cenegenes, LLC	301093671	4/15/2008	301093671	4/15/2008	4/15/2018	Registered
Hong Kong	Cenegenes (and design)	44	Cenegenes, LLC	Cenegenes, LLC	302108114	12/9/2011	302108114	12/9/2011	12/8/2021	Registered
Hong Kong	Cenegenes (and design)	44	Cenegenes, LLC	Cenegenes, LLC	2008-25490	4/15/2008	5226632	4/24/2009	4/24/2019	Registered
Japan	Cenegenes (and design)	5	Cenegenes, LLC	Cenegenes, LLC	40-2008-1827	4/7/2008	40-0779649	2/16/2009	2/16/2019	Registered
Korea (South)	Cenegenes (and design)	5	Cenegenes, LLC	Cenegenes, LLC	2008711610	4/15/2008	383844	8/5/2009	4/15/2018	Registered
Russian Federation	Cenegenes (and design)	5	Cenegenes, LLC	Cenegenes, LLC	2008 07009	4/11/2008	113787	10/56/2009	4/11/2018	Registered
Ukraine	Cenegenes (and design)	5	Cenegenes, LLC	Cenegenes, LLC	86276,373	5/8/2014	4,656,290	12/16/2014	12/16/2024	Registered
United States of America	Cenegenes (and design)2	44	Cenegenes, LLC	Cenegenes, LLC	86276,367	5/8/2014	4,775,296	7/21/2015	7/21/2025	Registered
United States of America	Cenegenes (and design)2	42	Cenegenes, LLC	Cenegenes, LLC	86276,362	5/8/2014	4,656,289	12/16/2014	12/16/2024	Registered
United States of America	Cenegenes (and design)2	41	Cenegenes, LLC	Cenegenes, LLC	86276,354	5/8/2014	4,656,287	12/16/2014	12/16/2024	Registered
United States of America	Cenegenes (and design)2	5	Cenegenes, LLC	Cenegenes, LLC	86017,718	7/23/2013	4,501,156	3/25/2014	3/25/2024	Registered
United States of America	Cenegenes Corporate Health	44	Cenegenes, LLC	Cenegenes, LLC	85812,421	12/28/2012	4,380,083	8/6/2013	8/6/2023	Registered
United States of America	Cenegenes Education and Research Foundation	35	Cenegenes, LLC	Cenegenes, LLC	85812,422	12/28/2012	4,380,084	8/6/2013	8/6/2023	Registered
United States of America	Cenegenes Elite Health	42	Cenegenes, LLC	Cenegenes, LLC	85812,412	12/28/2012	4,453,662	12/24/2013	12/24/2023	Registered
United States of America	Cenegenes Elite Health	44	Cenegenes, LLC	Cenegenes, LLC	86012,907	7/17/2013	4,497,417	3/18/2014	3/18/2024	Registered
United States of America	Cenegenes Elite Health	5	Cenegenes, LLC	Cenegenes, LLC	85812,409	12/28/2012	4,453,661	12/24/2013	12/24/2023	Registered
European Union	Cenegenes Elite Health Medical Institute (and design)	41	Cenegenes, LLC	Cenegenes, LLC			14530719	5/27/2016	9/10/2025	Registered
United States of America	Cenegenes Elite Performance	5, 41, 44	Cenegenes, LLC	Cenegenes, LLC	86550,731	3/2/2015				Allowed
United States of America	Cenegenes Elite Performance	5	Cenegenes, LLC	Cenegenes, LLC	86550,740	3/2/2015				Allowed
United States of America	Cenegenes Elite Performance (Stylized and/or with design)	5	Medley Opportunity Fund II LP	Medley Opportunity Fund II LP	76662,738	7/10/2006	3,436,621	5/27/2008	5/27/2018	Registered
United States of America	Cenegenes Medical Institute (stylized and/or with design)	5, 41, 44								

Class 5 Pharmaceuticals, namely, hormones, nutritional supplements, namely, vitamins  
Class 35 Charitable services, namely, providing courses of instruction and training in exercise programs, nutrition, dietary supplements, and age management medicine, all to promote wellness in individuals.  
Class 41 Exercise counseling and instruction for age management and wellness  
Class 42 Age management medicine, wellness medicine treatment, including, but not limited to, hormone replacement therapy, nutritional supplements and exercise counseling and therapy  
Class 44 Age management and healthcare services, namely, nutrition counseling, providing information about nutritional supplements, hormone replacement therapy and wellness programs