

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: TMI163103

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                          | Formerly | Execution Date | Entity Type         |
|-------------------------------|----------|----------------|---------------------|
| Herbalife International, Inc. |          | 04/12/2024     | Corporation: NEVADA |

**RECEIVING PARTY DATA**

|                        |  |
|------------------------|--|
| <b>Company Name:</b>   | Citibank, N.A., as Collateral Agent    |
| <b>Street Address:</b> | 388 Greenwich Street                   |
| <b>City:</b>           | New York                               |
| <b>State/Country:</b>  | NEW YORK                               |
| <b>Postal Code:</b>    | 10013                                  |
| <b>Entity Type:</b>    | National Banking Association: NEW YORK |

**PROPERTY NUMBERS Total: 49**

| Property Type        | Number  | Word Mark  |
|----------------------|---------|--|
| Registration Number: | 5597568 | HERBALIFE 24 NUTRITION FOR THE 24-HOUR ATHLETE ACHIEVE |
| Registration Number: | 3304854 | BEST DEFENSE   |
| Registration Number: | 3116689 | CELL ACTIVATOR   |
| Registration Number: | 1401820 | CELL-U-LOSS  |
| Registration Number: | 5134283 | CLEARIFY   |
| Registration Number: | 6925402 | ENRICHUAL  |
| Registration Number: | 3681471 | FUEL GOOD!   |
| Registration Number: | 2988241 | GARDEN 7   |
| Registration Number: | 3406273 | H3O  |
| Registration Number: | 3391265 | H3O FITNESS DRINK                                      |
| Registration Number: | 1254211 | HERBALIFE  |
| Registration Number: | 1969346 | HERBALIFE  |
| Registration Number: | 3324677 | HERBALIFE  |
| Registration Number: | 4402483 | HERBALIFE  |
| Registration Number: | 1811780 | HERBALIFE  |
| Registration Number: | 5715673 | HERBALIFE NUTRITION                                    |
| Registration Number: | 5433984 | HERBALIFE NUTRITION                                    |
| Registration Number: | 5877977 | HERBALIFE NUTRITION HNF FOUNDATION                     |
| Registration Number: | 5551257 | HERBALIFE NUTRITION                                    |

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| Property Type        | Number  | Word Mark                         |
|----------------------|---------|-----------------------------------|
| Registration Number: | 5623138 | HERBALIFE NUTRITION               |
| Registration Number: | 6646930 | HERBALIFE NUTRITION               |
| Registration Number: | 6694904 | HERBALIFE NUTRITION               |
| Registration Number: | 4590118 | HERBALIFE SKIN                    |
| Registration Number: | 6660640 | HERBALIFE SKIN                    |
| Registration Number: | 5308151 | HERBALIFE SKIN                    |
| Registration Number: | 5846426 | HERBALIFE24                       |
| Registration Number: | 4647525 | HERBALIFE24                       |
| Registration Number: | 5752057 | HERBALIFE24 TRIATHLON LOS ANGELES |
| Registration Number: | 1406425 | HERBALIFELINE                     |
| Registration Number: | 3120358 | HFF HERBALIFE FAMILY FOUNDATION   |
| Registration Number: | 1460566 | KINDERMINS                        |
| Registration Number: | 3121813 | LIFTOFF                           |
| Registration Number: | 6556452 | LYCOGLOW                          |
| Registration Number: | 6442340 | MEMORYARMOR                       |
| Registration Number: | 2898296 | NITWORKS                          |
| Registration Number: | 6682025 | NUTRAGEN                          |
| Registration Number: | 4152748 | NUTRITION FOR THE 24-HOUR ATHLETE |
| Registration Number: | 4301688 | PROLESSA                          |
| Registration Number: | 2926493 | RADIANTC                          |
| Registration Number: | 4022490 | ROSEGUARD                         |
| Registration Number: | 3004933 | SNACK DEFENSE                     |
| Registration Number: | 1934165 | THERMO-BOND                       |
| Registration Number: | 2832678 | TOTAL CONTROL                     |
| Registration Number: | 2002163 |                                   |
| Registration Number: | 3404283 |                                   |
| Registration Number: | 4402484 |                                   |
| Registration Number: | 3642777 |                                   |
| Registration Number: | 3137237 | TRI-SHIELD                        |
| Registration Number: | 3739538 | XTRA-CAL                          |

**CORRESPONDENCE DATA**

Fax Number: 2127514864

*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: 2129061209

Email: jess.bajada-bartlett@lw.com

Correspondent Name: Mrs. Jessica Bajada-Bartlett

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

**TRADEMARK**

**REEL: 008396 FRAME: 0847**

|                                |                         |
|--------------------------------|-------------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 034880-0091             |
| <b>NAME OF SUBMITTER:</b>      | Jessica Bajada-Bartlett |
| <b>SIGNATURE:</b>              | Jessica Bajada-Bartlett |
| <b>DATE SIGNED:</b>            | 04/12/2024              |

**Total Attachments: 9**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 12, 2024 (this “Agreement”), is made by each of the signatories hereto indicated as a “Pledgor” (each a “Pledgor” and collectively, the “Pledgors”) in favor of CITIBANK, N.A., as collateral agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Collateral Agent”).

**WHEREAS**, pursuant to that certain Indenture dated as of April 12, 2024 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Indenture”) by and among the Companies, the Guarantors (therein defined) and Citibank, N.A., as Trustee and as Collateral Agent, the Companies have issued \$800.0 million aggregate principal amount of the 12.250% Senior Secured Notes due 2029 (the “Notes”) upon the terms and conditions set forth therein; and

**WHEREAS**, pursuant to the Indenture, the Pledgors entered into the Security Agreement dated as of April 12, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) between each of the Pledgors and the Collateral Agent, pursuant to which each of the Pledgors granted to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the Security Agreement, each Pledgor agreed to execute and this Agreement, in order to record the security interest granted to the Collateral Agent with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Pledgors hereby agree with the Collateral Agent as follows:

**SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Indenture.

**SECTION 2. Grant of Security Interest**

As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby grants to Collateral Agent, for its benefit and for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Pledgor’s right, title and interest in, to and under all of the following property, wherever located, whether now owned or existing, or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”):

the Trademarks, registrations and applications listed in Schedule A hereto, together with any and all (a) rights and privileges arising under applicable law with respect to such Pledgor’s use of any such Trademarks, (b) reissues, continuations, extensions and renewals thereof, (c) income, fees, royalties, damages and payments now and hereafter due or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements and dilutions thereof, (d) rights corresponding thereto throughout the world, and (e) rights to sue for past, present and future infringements and dilutions thereof.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. Governing Law** THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), EXCEPT TO THE EXTENT, IN ACCORDANCE WITH CHOICE-OF-LAW PRINCIPLES, THAT THE PERFECTION OF THE SECURITY INTERESTS GRANTED HEREUNDER, OR REMEDIES HEREUNDER IN RESPECT OF ANY OF THE TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

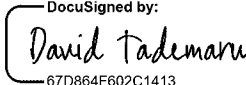
### **SECTION 6. Collateral Agent**

For the avoidance of doubt, the Collateral Agent shall be afforded all of the rights, duties, protections, indemnities, immunities and privileges afforded to the Collateral Agent under the Indenture in connection with its execution of this Agreement and the performance of its obligations hereunder.

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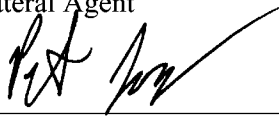
IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HERBALIFE INTERNATIONAL, INC.,  
as Pledgor

By:   
Name: David Tadamaru  
Title: Vice President and Treasurer

Accepted and Agreed:

**CITIBANK, N.A.,**  
as Collateral Agent

By:  \_\_\_\_\_

Name: Peter Lopez  
Title: Senior Trust Officer

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

| <b>Mark</b>  | <b>Country</b> | <b>App. Date</b> | <b>App. No.</b> | <b>Reg. Date</b> | <b>Reg. No.</b> |
|--|----------------|------------------|-----------------|------------------|-----------------|
| <b>HERBALIFE 24<br/>NUTRITION FOR<br/>THE 24-HOUR<br/>ATHLETE<br/>ACHIEVE and<br/>Design</b> | United States  | 02/01/2018       | 87/779358       | 10/30/2018       | 5597568         |
| <b>BEST DEFENSE</b>  | United States  | 09/07/2006       | 78/968991       | 10/02/2007       | 3304854         |
| <b>CELL<br/>ACTIVATOR</b>  | United States  | 04/29/2005       | 78/620272       | 07/18/2006       | 3116689         |
| <b>CELL-U-LOSS</b>   | United States  | 12/02/1985       | 73/571407       | 07/22/1986       | 1401820         |
| <b>CLEARIFY</b>  | United States  | 06/16/2015       | 86/664501       | 01/31/2017       | 5134283         |
| <b>ENRICHUAL</b>   | United States  | 04/20/2020       | 88/879684       | 12/13/2022       | 6925402         |
| <b>FUEL GOOD!</b>  | United States  | 12/03/2004       | 78/526845       | 09/08/2009       | 3681471         |
| <b>GARDEN 7</b>  | United States  | 02/17/2004       | 78/369462       | 08/23/2005       | 2988241         |



| <b>Mark</b>                                     | <b>Country</b> | <b>App. Date</b> | <b>App. No.</b> | <b>Reg. Date</b> | <b>Reg. No.</b> |
|---|----------------|------------------|-----------------|------------------|-----------------|
| <b>GENE START</b>                               | United States  | 11/27/2017       | 79/229725       | 04/09/2019       | 5718504         |
| <b>H3O</b>                                      | United States  | 03/06/2007       | 77/123496       | 04/01/2008       | 3406273         |
| <b>H3O FITNESS<br/>DRINK &amp; Design</b>       | United States  | 06/12/2007       | 77/203834       | 03/04/2008       | 3391265         |
| <b>HERBALIFE</b>                                | United States  | 08/15/1980       | 73/274277       | 10/18/1983       | 1254211         |
| <b>HERBALIFE</b>                                | United States  | 08/02/1994       | 74/556324       | 04/23/1996       | 1969346         |
| <b>HERBALIFE</b>                                | United States  | 09/05/2006       | 78/967116       | 10/30/2007       | 3324677         |
| <b>HERBALIFE</b>                                | United States  | 06/21/2012       | 85/658531       | 09/17/2013       | 4402483         |
| <b>HERBALIFE &amp;<br/>design</b>               | United States  | 11/02/1992       | 74/327252       | 12/21/1993       | 1811780         |
| <b>HERBALIFE<br/>NUTRITION</b>                  | United States  | 10/03/2014       | 86/414793       | 04/02/2019       | 5715673         |
| <b>HERBALIFE<br/>NUTRITION</b>                  | United States  | 10/03/2014       | 86/983649       | 03/27/2018       | 5433984         |
| <b>HERBALIFE<br/>NUTRITION</b>                  | United States  | 10/25/2018       | 88169739        | 10/08/2019       | 5877977         |
| <b>HERBALIFE<br/>NUTRITION &amp;<br/>device</b> | United States  | 03/24/2016       | 86/983857       | 08/28/2018       | 5551257         |

| <b>Mark</b>                             | <b>Country</b> | <b>App. Date</b> | <b>App. No.</b> | <b>Reg. Date</b> | <b>Reg. No.</b> |
|---|----------------|------------------|-----------------|------------------|-----------------|
| <b>HERBALIFE NUTRITION &amp; device</b> | United States  | 03/24/2016       | 86/984235       | 12/04/2018       | 5623138         |
| <b>HERBALIFE NUTRITION &amp; device</b> | United States  | 10/18/2019       | 88/660177       | 02/15/2022       | 6646930         |
| <b>HERBALIFE NUTRITION &amp; device</b> | United States  | 06/03/2020       | 88/946666       | 04/05/2022       | 6694904         |
| <b>HERBALIFE SKIN</b>                   | United States  | 07/30/2013       | 86/023688       | 08/19/2014       | 4590118         |
| <b>HERBALIFE SKIN</b>                   | United States  | 08/04/2020       | 90/093060       | 03/01/2022       | 6660640         |
| <b>HERBALIFE SKIN</b>                   | United States  | 10/04/2016       | 87/192639       | 10/10/2017       | 5308151         |
| <b>HERBALIFE24</b>                      | United States  | 04/11/2018       | 87/873142       | 08/27/2019       | 5846426         |
| <b>HERBALIFE24</b>                      | United States  | 07/02/2013       | 86/000803       | 12/02/2014       | 4647525         |
| <b>HERBALIFE24 TRIATHLON LOS</b>        | United States  | 08/15/2017       | 87/570224       | 05/14/2019       | 5752057         |
| <b>HERBALIFELINE</b>                    | United States  | 12/02/1985       | 73/571155       | 08/26/1986       | 1406425         |
| <b>HFF HERBALIFE FAMILY</b>             | United States  | 08/05/2005       | 78/686482       | 07/25/2006       | 3120358         |
| <b>KINDERMINS</b>                       | United States  | 06/02/1986       | 73/602082       | 10/13/1987       | 1460566         |

| <b>Mark</b>                          | <b>Country</b> | <b>App. Date</b> | <b>App. No.</b> | <b>Reg. Date</b> | <b>Reg. No.</b> |
|--------------------------------------|----------------|------------------|-----------------|------------------|-----------------|
| <b>LIFTOFF</b>                       | United States  | 09/07/2004       | 78/479466       | 07/25/2006       | 3121813         |
| <b>LYCOGLOW</b>                      | United States  | 08/04/2020       | 90/092827       | 11/09/2021       | 6556452         |
| <b>MEMORYARMOR</b>                   | United States  | 04/30/2020       | 88/895970       | 08/03/2021       | 6442340         |
| <b>NITEWORKS</b>                     | United States  | 05/21/2003       | 78/252864       | 10/26/2004       | 2898296         |
| <b>NUTRAGEN</b>                      | United States  | 09/09/2020       | 90/169842       | 03/29/2022       | 6682025         |
| <b>NUTRITION FOR<br/>THE 24-HOUR</b> | United States  | 04/13/2011       | 85/293336       | 06/05/2012       | 4152748         |
| <b>PROLESSA</b>                      | United States  | 02/16/2010       | 77/936404       | 03/12/2013       | 4301688         |
| <b>RADIANT C<br/>(stylized)</b>      | United States  | 07/03/2000       | 76/084117       | 02/15/2005       | 2926493         |
| <b>ROSEGUARD</b>                     | United States  | 02/08/2011       | 85/237289       | 09/06/2011       | 4022490         |
| <b>SNACK DEFENSE</b>                 | United States  | 04/18/2003       | 78/239571       | 10/04/2005       | 3004933         |
| <b>THERMO-BOND</b>                   | United States  | 03/14/1994       | 74/499624       | 11/07/1995       | 1934165         |
| <b>TOTAL<br/>CONTROL</b>             | United States  | 03/22/2002       | 76/386532       | 04/13/2004       | 2832678         |

| <b>Mark</b>            | <b>Country</b> | <b>App. Date</b> | <b>App. No.</b> | <b>Reg. Date</b> | <b>Reg. No.</b> |
|------------------------|----------------|------------------|-----------------|------------------|-----------------|
| <b>Tri-Leaf Design</b> | United States  | 08/02/1994       | 74/556325       | 09/24/1996       | 2002163         |
| <b>Tri-Leaf Design</b> | United States  | 01/09/2007       | 77/079192       | 04/01/2008       | 3404283         |
| <b>Tri-Leaf Design</b> | United States  | 06/21/2012       | 85/658536       | 09/17/2013       | 4402484         |
| <b>Tri-Leaf Design</b> | United States  | 11/07/2008       | 77/609886       | 06/23/2009       | 3642777         |
| <b>TRI-SHIELD</b>      | United States  | 05/12/2005       | 78/629145       | 08/29/2006       | 3137237         |
| <b>XTRA-CAL</b>        | United States  | 06/15/2009       | 77/760123       | 01/19/2010       | 3739538         |