

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dymatize Enterprises, LLC		03/13/2012	LIMITED LIABILITY COMPANY: DELAWARE
Custom Nutraceutical Laboratories, LLC		03/13/2012	LIMITED LIABILITY COMPANY: DELAWARE
Supreme Protein, LLC		03/13/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	RBS CITIZENS, N.A., AS ADMINISTRATIVE AGENT
Street Address:	28 STATE STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	3254031	EPHEDRINA
Registration Number:	2910982	ZYTRIX
Registration Number:	2897407	VISCOLEAN
Registration Number:	3531936	NATURE'S ANABOLIC
Registration Number:	3463283	BUILDING BETTER BODIES
Registration Number:	3518415	OATS 'N MORE
Registration Number:	3140531	LIQUID SPEED
Registration Number:	3525693	FEEL THE BURN
Registration Number:	3221045	TOTAL NUTRITION SYSTEM
Registration Number:	3114686	XPAND
Registration Number:	3059345	CITRIBURN

TRADEMARK

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Registration Number:	3114648	AMP'D
Registration Number:	3112371	ISO-TEIN
Registration Number:	2728045	MEGA GAINER
Registration Number:	2664458	FEEL THE BURN
Registration Number:	2629349	DYMA-BURN
Registration Number:	2506470	POWER BY DESIGN
Registration Number:	2691358	JOINT REPAIR
Registration Number:	2518322	ACHE FREE
Registration Number:	2513259	EXCITE
Registration Number:	4087976	ELITE FUSION 7
Registration Number:	4087977	ELITE GOURMET
Registration Number:	4090746	ELITE MASS
Registration Number:	4090761	ELITE ATHLETES DEMAND ELITE PRODUCTS
Registration Number:	3981897	VIPER
Registration Number:	2952621	ELITE WHEY PROTEIN
Registration Number:	2690861	DYMATIZE
Registration Number:	3884059	THE PERFECT WEAPON
Registration Number:	3891151	ENERGY-CORE
Registration Number:	3869197	SUPREME PROTEIN
Registration Number:	3958643	IT'S ALMOST UNFAIR
Registration Number:	3540283	SUPREME PROTEIN FOR A SUPREME BODY
Registration Number:	3751085	SUPREME PROTEIN
Registration Number:	3064557	SUPREME PROTEIN
Serial Number:	85349572	ELITE XT
Serial Number:	85349342	ELITE CASEIN
Serial Number:	85141648	A PERFORMANCE EDGE SO INTENSE....IT'S ALMOST UNFAIR

CORRESPONDENCE DATA

Fax Number: (212)755-7306
Phone: (212) 326-3939
Email: NYTEF@JONESDAY.COM

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Jason Cimmiyotti
Address Line 1: 222 East 41st Street
Address Line 2: JONES DAY
Address Line 4: New York, NEW YORK 10017

TRADEMARK

REEL: 004736 FRAME: 0291

	435285-610029
NAME OF SUBMITTER:	Jason Cimmiyotti
Signature:	/Jason Cimmiyotti/
Date:	03/14/2012
Total Attachments: 7 source=Trademark Security Agreement (Executed)#page1.tif source=Trademark Security Agreement (Executed)#page2.tif source=Trademark Security Agreement (Executed)#page3.tif source=Trademark Security Agreement (Executed)#page4.tif source=Trademark Security Agreement (Executed)#page5.tif source=Trademark Security Agreement (Executed)#page6.tif source=Trademark Security Agreement (Executed)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 13, 2012 is made between Dymatize Enterprises, LLC (as successor by merger to Dymatize Enterprises, Inc., a Texas corporation), a Delaware limited liability company ("Dymatize"), Custom Nutraceutical Laboratories, LLC (as successor by merger to Custom Nutraceutical Laboratories, Inc., a Texas corporation), a Delaware limited liability company ("CNL"), Supreme Protein, LLC, a Delaware limited liability company ("Supreme" and together with Dymatize and CNL, the "Grantors", each individually a "Grantor"), and RBS Citizens, N.A., as administrative agent (together with its successor(s) thereto in such capacity, the "Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, Dymatize and the Agent, among others, are parties to the Credit Agreement, dated as of March 13, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders party thereto (the "Lenders");

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Guarantee and Collateral Agreement, dated as of March 13, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, each Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest. Each Grantor hereby pledges and grants to the Agent, for the benefit of Secured Parties, a continuing security interest in all of the following Trademark Collateral (as defined below), whether now or hereafter existing or acquired by such Grantor.

"Trademark Collateral" means all right, title, and interest now owned or hereafter acquired by such Grantor in and to the following: (i) all trademarks, trade names, brand names, corporate names, company names, business names, fictitious business names, service marks, logos, trade dress, trade styles and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, and the registrations and applications for registration thereof, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other jurisdiction or country or any political subdivision thereof, or otherwise, and the goodwill of the business symbolized by or associated with the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect

thereto, including, without limitation, damages, claims, and payments for past and future Infringements thereof; and (iv) all rights to sue for past, present, and future Infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing (including, in each case, without limitation, any of the foregoing referred to on Schedule I).

Notwithstanding the foregoing, "Trademark Collateral" shall not include (i) any "intent-to-use" Trademark applications, or (ii) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral in each case (i) and (ii), solely for so long as and to the extent that as to which the grant of a security interest would (A) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Guarantee and Collateral Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for the benefit of the Secured Parties under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DYMATIZE ENTERPRISES, LLC. as a Grantor

By: 
Name: Michael Casid
Title: Chief Executive Officer

CUSTOM NUTRICEUTICAL LABORATORIES, LLC.
as a Grantor


By: 
Name: Michael Casid
Title: President

SUPREME PROTEIN, LLC. as a Grantor

By: 
Name: Michael Casid
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

RBS CITIZENS, N.A.,
as Agent

By: 
Name: Robert M. Nemon
Title: Director

Trademark Security Agreement

TRADEMARK
REEL: 004736 FRAME: 0296

SCHEDULE I
to Trademark Security Agreement

Registered Trademarks

Owner Name	Jurisdiction	Registration Number/ Application Number	Trademark
CUSTOM NUTRICEUTICAL LABORATORIES, LLC (as successor by merger to Custom Nutraceutical Laboratories, Inc.)	US	3254031	EPHEDRINA
CUSTOM NUTRICEUTICAL LABORATORIES, LLC (as successor by merger to Custom Nutraceutical Laboratories, Inc.)	US	2910982	ZYTRIX
CUSTOM NUTRICEUTICAL LABORATORIES, LLC (as successor by merger to Custom Nutraceutical Laboratories, Inc.)	US	2897407	VISCOLEAN
DYMATIZE ENTERPRISES, LLC (as successor by merger to Dymatize Enterprises, Inc.)	US	3531936	NATURE'S ANABOLIC
DYMATIZE ENTERPRISES, LLC (as successor by merger to Dymatize Enterprises, Inc.)	US	3463283	BUILDING BETTER BODIES
DYMATIZE ENTERPRISES, LLC (as successor by merger to Dymatize Enterprises, Inc.)	US	3518415	OATS 'N MORE
DYMATIZE ENTERPRISES, LLC (as successor by merger to Dymatize Enterprises, Inc.)	US	3140531	LIQUID SPEED
DYMATIZE ENTERPRISES, LLC (as successor by merger to Dymatize Enterprises, Inc.)	US	3525693	FEEL THE BURN

Owner Name	Jurisdiction	Registration Number/ Application Number	Trademark
DYMATIZE ENTERPRISES, LLC (as successor by merger to Dymatize Enterprises, Inc.)	US	3221045	TOTAL NUTRITION SYSTEM
DYMATIZE ENTERPRISES, LLC (as successor by merger to Dymatize Enterprises, Inc.)	US	3114686	XPAND
DYMATIZE ENTERPRISES, LLC (as successor by merger to Dymatize Enterprises, Inc.)	US	3059345	CITRIBURN
DYMATIZE ENTERPRISES, LLC (as successor by merger to Dymatize Enterprises, Inc.)	US	3114648	AMP'D
DYMATIZE ENTERPRISES, LLC (as successor by merger to Dymatize Enterprises, Inc.)	US	3112371	ISO-TEIN
DYMATIZE ENTERPRISES, LLC (as successor by merger to Dymatize Enterprises, Inc.)	US	2728045	MEGA GAINER
DYMATIZE ENTERPRISES, LLC (as successor by merger to Dymatize Enterprises, Inc.)	US	2664458	FEEL THE BURN
DYMATIZE ENTERPRISES, LLC (as successor by merger to Dymatize Enterprises, Inc.)	US	2629349	DYMA-BURN
DYMATIZE ENTERPRISES, LLC (as successor by merger to Dymatize Enterprises, Inc.)	US	2506470	POWER BY DESIGN
DYMATIZE ENTERPRISES, LLC (as successor by merger to Dymatize Enterprises, Inc.)	US	2691358	JOINT REPAIR
DYMATIZE ENTERPRISES, LLC (as successor by merger to Dymatize Enterprises, Inc.)	US	2518322	ACHE FREE
DYMATIZE ENTERPRISES, LLC (as successor by merger to Dymatize Enterprises, Inc.)	US	2513259	EXCITE

Owner Name	Jurisdiction	Registration Number/ Application Number	Trademark
DYMATIZE ENTERPRISES, LLC	US	4087976	ELITE FUSION 7
DYMATIZE ENTERPRISES, LLC	US	4087977	ELITE GOURMET
DYMATIZE ENTERPRISES, LLC	US	4090746	ELITE MASS
DYMATIZE ENTERPRISES, LLC	US	4090761	ELITE ATHLETES DEMAND ELITE PRODUCTS
DYMATIZE ENTERPRISES, LLC	US	3981897	VIPER
DYMATIZE ENTERPRISES, LLC	US	2952621	ELITE WHEY PROTEIN
DYMATIZE ENTERPRISES, LLC	US	2690861	DYMATIZE
SUPREME PROTEIN, LLC	US	3884059	THE PERFECT WEAPON
SUPREME PROTEIN, LLC	US	3891151	ENERGY-CORE
SUPREME PROTEIN, LLC	US	3869197	SUPREME PROTEIN
SUPREME PROTEIN, LLC	US	3958643	IT'S ALMOST UNFAIR
SUPREME PROTEIN, LLC	US	3540283	SUPREME PROTEIN FOR A SUPREME BODY
SUPREME PROTEIN, LLC	US	3751085	SUPREME PROTEIN
SUPREME PROTEIN, LLC	US	3064557	SUPREME PROTEIN

Pending Trademark Applications

Owner Name	Jurisdiction	Registration Number/ Application Number	Trademark
DYMATIZE ENTERPRISES, LLC	US	85349572	ELITE XT
DYMATIZE ENTERPRISES, LLC	US	85349342	ELITE CASEIN
SUPREME PROTEIN, LLC	US	85141648 ¹	A PERFORMANCE EDGE SO INTENSE....IT'S ALMOST UNFAIR

¹ An opposition to this trademark application is currently pending.