

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418727

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jusuru International, Inc.		03/07/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Z Capital Commercial Finance, L.L.C.
Street Address:	150 N. Field Dr., Suite 300
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3706701	JUSURU
Registration Number:	3710195	JUSURU
Registration Number:	3719742	JSR
Registration Number:	4552174	JUSURU PET BLEND
Registration Number:	4552175	JUSURU PET BLEND
Registration Number:	4350051	STROMADERM
Serial Number:	87076959	TRIA
Serial Number:	87076954	TRIA
Serial Number:	87109792	THE COLLAGEN COMPANY
Serial Number:	87109796	
Serial Number:	87199448	COLLAGEN SCIENCES INTERNATIONAL
Serial Number:	87199446	TRIALEAN

CORRESPONDENCE DATA

Fax Number: 3104079090

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: 310-409-4000

Email: rsmith@ktbslaw.com

OP \$315.00 3706701

Correspondent Name: Robert Smith
Address Line 1: 1999 Avenue of the Stars, 39th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER: Robert Smith

SIGNATURE: /rjs/

DATE SIGNED: 03/07/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Trademark Security Agreement**”), dated as of March 7, 2017, by Jusuru International, Inc., a California corporation (the “**New Pledgor**”), in favor of Z Capital Commercial Finance, L.L.C., as Collateral Agent (defined below).

WITNESSETH:

WHEREAS, the New Pledgor is party to that certain Second Lien Term Loan Agreement, dated as of November 8, 2006, as amended and restated as of January 19, 2012, as further amended and restated as of February 22, 2013, and as further amended and restated as of July 31, 2014 (as further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Credit Agreement**”), among Maple Mountain Enterprises, Inc., f/k/a LTM Enterprises, Inc., a Nevada corporation (“**Borrower**”), Neways Parent S.à r.l., a Luxembourg société à responsabilité limitée (“**Holdings**”), the subsidiaries party thereto as guarantors (together with Holdings, the “**Guarantors**” and the Guarantors together with the Borrower, the “**Loan Parties**”) the lenders from time to time party thereto (the “**Lenders**”) and Z Capital Commercial Finance, L.L.C., as lead arranger, as book manager, as syndication agent, as documentation agent for the Lenders, as administrative agent for the Lenders and as collateral agent for itself and the Lenders (in such capacity, the “**Collateral Agent**”); and

WHEREAS, the New Pledgor is party to that certain Security Agreement dated as of November 8, 2006, as amended and restated as of February 22, 2013, as supplemented on March 7, 2017 (as further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”) by and among the Loan Parties and the New Pledgor, in favor of the Collateral Agent pursuant to which the New Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the New Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The New Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the New Pledgor (collectively, the “**Trademark Collateral**”):

(a) Trademark registrations and applications owned by the New Pledgor listed on Schedule 1 attached hereto;

(b) all goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property)

Notwithstanding the foregoing, no lien on or security interest in any Trademark application filed on an intent-to-use basis shall be pledged or granted hereunder until such time, if any, as a statement of use has been filed and accepted by the U.S. Patent and Trademark Office.


SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the New Pledgor hereby acknowledges and affirms 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the New Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[Signature Page Follows]

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

JUSURU INTERNATIONAL, INC.

By: 
Name: Michelle N. Wilson
Title: Director

Accepted and Agreed:

Z CAPITAL COMMERCIAL FINANCE, L.L.C.,
as Collateral Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]


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

JUSURU INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

Accepted and Agreed:

**Z CAPITAL COMMERCIAL FINANCE,
L.L.C.,**
as Collateral Agent

By:  _____
Name: James J. Zenni Jr.
Title: Authorized Person

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

Schedule 1

Trademarks

(See Attached)

Mark	Country	Owner Name	Application #	Registration Date	Registration #	Description Combined
JUSURU and Design	UNITED STATES	Jusuru International, Inc.	77/591,747	11/03/2009	3,706,701	005 - Dietary supplement, namely, a nutritionally fortified health beverage.
JUSURU	UNITED STATES	Jusuru International, Inc.	77/591,742	11/10/2009	3,710,195	005 - Dietary supplement, namely, a nutritionally fortified health beverage.
JSR and Design	UNITED STATES	Jusuru International, Inc.	77/591,790	12/01/2009	3,719,742	005 - Dietary supplement, namely, a nutritionally fortified health beverage.
JUSURU PET BLEND	UNITED STATES	Jusuru International, Inc.	85/535,283	06/17/2014	4,552,175	005 - Nutritional supplements for pets.
JUSURU PET BLEND and Design	UNITED STATES	Jusuru International, Inc.	85/535,283	06/17/2014	4,552,174	005 - Nutritional supplements for pets.
STROMADERM	UNITED STATES	Jusuru International, Inc.	85/757,399	06/11/2013	4,350,051	003 - Cosmetic creams for skin care.
JUSURU	CANADA	Jusuru International,	1559347	08/02/2013	TMA856946	000 - Dietary supplement, namely, a nutritionally fortified health beverage.
JUSURU and Design	CANADA	Jusuru International, Inc.	1559927	07/31/2013	TMA856693	000 - Pharmaceuticals, herbicides and veterinary products.
JUSURU PET BLEND and Design	CANADA	Jusuru International, Inc.	1563325	01/27/2015	TMA895146	000 - Nutritional supplement for pets to promote general health well-being, healthy coat, and healthy joints.
JUSURU PET BLEND	CANADA		1563324	01/27/2015	TMA895152	000 - Nutritional supplement for pets to promote general health well-being, healthy coat, and healthy joints.
STROMADERM	CANADA	Jusuru International, Inc.	1622571	07/08/2014	TMA881581	000 - Bleaching, cleaning preparations and cosmetics.
JUSURU PET	EUROPEAN	Jusuru	011098068	12/18/2012	11098068	005 - Nutritional

BLEND and Design	UNION (EUTM & RCD)	International, Inc.				supplements for pets. 031 - Foodstuffs for animals. 044 - Veterinary services.
JUSURU PET BLEND	EUROPEAN UNION (EUTM & RCD)	Jusuru International, Inc.	011098101	12/18/2012	11098101	005 - Nutritional supplements for pets.
JUSURU PET BLEND & Design	JAPAN	Jusuru International, Inc.	2012- 063497	01/25/2013	5552986	005 - Dietary supplements for animals; Pharmaceutica l preparations for animals
STROMADERM	JAPAN	Jusuru International, Inc.	2013- 026132	09/13/2013	5615834	003 - Cosmetic creams for skin care
STROMADERM	CHINA	Jusuru International, Inc.	12675204			
JUSURU PET BLEND	JAPAN	Jusuru International, Inc.	2012- 063499	01/25/2013	5552987	005 - Dietary supplements for animals; Pharmaceutica l preparations for animals
STROMADERM	CHINA		12675204			
TRIA & Design	UNITE D STATE S	Jusuru International, Inc.	87/076,959			005 - dietary supplement, namely, a liquid energy dietary supplement
TRIA	UNITE D STATE S	Jusuru International, Inc.	87/076,954			005 - dietary supplement, namely, a liquid energy dietary supplement
THE COLLAGEN COMPANY	UNITE D STATE S	Jusuru International, Inc.	87/109,792			003 - Cosmetic creams for skin care 005 - Dietary supplements, namely, nutritionally fortified health beverages and liquid energy dietary supplements; Nutritional supplements for pets
Design	UNITE D STATE S	Jusuru International, Inc.	87/109,796			001 - Active chemical ingredients for use in the manufacture of cosmetics and health food supplements; dietary ingredient,

						namely, a hydrolyzed chicken sternal cartilage extract naturally containing collagen type II peptides, chondroitin sulfate, and hyaluronic acid, for use in the manufacture of cosmetics and health food supplements
COLLAGEN SCIENCES INTERNATIONAL	UNITED STATES	Jusuru International, Inc.	87/199,448			003 - Cosmetic creams for skin care 005 - Dietary supplements, namely, nutritionally fortified health beverages and liquid energy dietary supplements; Nutritional supplements for pets
TRIALEAN	UNITED STATES	Jusuru International, Inc.	87/199,446			005 - Dietary supplements for weigh management