

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cornerstone Research & Development, Inc.		09/25/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ACF FinCo I LP		
Street Address:	560 White Plains Rd.		
Internal Address:	Suite 400		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87486343	CAPSTONE NUTRITION	
Serial Number:	87486314	LIFE IMPROVED	
Registration Number:	4952912	CAPSTONE	
Registration Number:	4386927	CORNERSTONE	
Registration Number:	4386906	BUILDING BETTER NUTRITION	
Registration Number:	4350740	CORNERSTONE	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	3128637141		
Email:	kristen.lange@goldbergekohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn, Ltd. 55 E. Monroe St.		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7658.003		
NAME OF SUBMITTER:	Kristen N. Lange		

OP \$165.00 87486343

SIGNATURE:	/kristenlange/
DATE SIGNED:	09/25/2017
Total Attachments: 6 source=13. Trademark Security Agreement#page1.tif source=13. Trademark Security Agreement#page2.tif source=13. Trademark Security Agreement#page3.tif source=13. Trademark Security Agreement#page4.tif source=13. Trademark Security Agreement#page5.tif source=13. Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 25th day of September, 2017, by and among Grantor listed on the signature pages hereof (the "*Grantor*"), and ACF FINCO ILP ("*Lender*").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of September 25, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Loan and Security Agreement*") by and among the Grantor, the Borrowers party thereto from time to time and Lender, the Lender has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan and Security Agreement, Grantor are required to execute and deliver to Lender, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement shall be subject to the rules of construction set forth in Section 10.7 of the Loan and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be

owed by Grantor, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender, pursuant to the Loan and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan and Security Agreement, the Loan and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 10.19 OF THE LOAN AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:


**CORNERSTONE RESEARCH & DEVELOPMENT,
INC.**

By: 
Name: Jacob Brickey
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

ACF FINCO I LP

By: 
Name: Matthew Grimes
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
THRUVENUE	87525766 (Intent to Use)	Pending Application filed 7/12/17	N/A	N/A	Cornerstone Research & Development, Inc DBA Capstone Nutrition
CAPSTONE UNIVERSITY	87524846 (Intent to Use)	Pending Application filed 7/12/17	N/A	N/A	Cornerstone Research & Development, Inc DBA Capstone Nutrition
A CAPSTONE NUTRITION LIFE IMPROVED	87524838 (Intent to Use)	Pending Application filed 7/12/17	N/A	N/A	Cornerstone Research & Development, Inc DBA Capstone Nutrition
CAPSTONE NUTRITION	87486343	Pending Application filed 6/13/17	N/A	N/A	Cornerstone Research & Development, Inc DBA Capstone Nutrition
LIFE IMPROVED	87486314	Pending Application filed 6/13/17	N/A	N/A	Cornerstone Research & Development, Inc. DBA Capstone Nutrition
CAPSTONE	86617048	Registered	4952912	5/3/16	Cornerstone Research & Development, Inc.
CORNERSTONE	85744113	Registered	4386927	8/20/13	Cornerstone Research & Development, Inc.
BUILDING BETTER NUTRITION	85741621	Registered	4386906	8/20/13	Cornerstone Research & Development, Inc.
CORNERSTONE	85372882	Registered	4350740	6/11/13	Cornerstone Research & Development, Inc.

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None