### OP \$4390.00 3438189

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM519491

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TIVITY HEALTH, INC.		04/15/2019	Corporation: DELAWARE
TIVITY HEALTH SUPPORT, LLC		04/15/2019	Limited Liability Company: DELAWARE
NUTRI/SYSTEM IPHC, INC.		04/15/2019	Corporation: DELAWARE
SBD ENTERPRISES, LLC		04/15/2019	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

### **PROPERTY NUMBERS Total: 175**

Property Type	Number	Word Mark	
Registration Number:	3438189	FOREVER FIT	
Registration Number:	3382837	PRIME	
Registration Number:	2086072	SILVERSNEAKERS	
Registration Number:	3823807	SILVERSNEAKERS STEPS	
Registration Number:	5586941	TIVITY HEALTH	
Registration Number:	4679824		
Registration Number:	4581479	HEALTHWAYS BOOM	
Registration Number:	4466850	HEALTHWAYS WHOLEHEALTH NETWORKS	
Registration Number:	4701620	PROGRAM ADVISOR	
Registration Number:	5004694	SILVERSNEAKERS FLEX	
Registration Number:	4814475	SILVERSNEAKERS STABILITY	
Registration Number:	5586942	TIVITY HEALTH	
Registration Number:	5551631	WHOLEHEALTH LIVING CHOICES	
Registration Number:	5582433	FITNESS YOUR WAY	

Property Type	Number	Word Mark	
Registration Number:	2674857	SILVERSPLASH	
Registration Number:	1649795	1-800-321-THIN	
Registration Number:	4519219	DINNERS MY WAY	
Registration Number:	4668857	ENERGI-ZING	
Registration Number:	4690071	ENERGI-ZING	
Registration Number:	5351480	ENJOY-FULL	
Registration Number:	5341791	ENJOY-FULL	
Registration Number:	2934808	EZ PAY	
Registration Number:	4974998	FEEL GOOD FAVORITES	
Registration Number:	4974999	FEEL GOOD FAVORITES	
Registration Number:	4335713	GET ON IT	
Registration Number:	5111446	MEMBERS' FAVORITES	
Registration Number:	3872304	MINDSET MAKEOVER	
Registration Number:	5183558	MORNING MINDSET	
Registration Number:	4168071	MY DAILY 3	
Registration Number:	4708777	NUMI	
Registration Number:	5209593	NUMI	
Registration Number:	4641923	NUMI	
Registration Number:	4641924	NUMI	
Registration Number:	4641925	NUMI	
Registration Number:	4724351	NUMI BY NUTRISYSTEM	
Registration Number:	4660410	NUMI BY NUTRISYSTEM	
Registration Number:	4653704	NUMI BY NUTRISYSTEM	
Registration Number:	4769233	NUMI BY NUTRISYSTEM	
Registration Number:	4708779	NU MI	
Registration Number:	5209595	NU MI	
Registration Number:	4641928	NU MI	
Registration Number:	4641929	NU MI	
Registration Number:	4653623	NU MI	
Registration Number:	4847956	NUTRICRUSH	
Registration Number:	5065422	NUTRICRUSH	
Registration Number:	5065423	NUTRICRUSH	
Registration Number:	4740966	NUTRICURB	
Registration Number:	5520940	NUTRICURB	
Registration Number:	1902362	NUTRIHANCE	
Registration Number:	1251922	NUTRISYSTEM	
Registration Number:	1297847	NUTRISYSTEM	
Registration Number:	1731373	NUTRISYSTEM	

Property Type	Number	Word Mark	
Registration Number:	1767562	NUTRI/SYSTEM	
Registration Number:	1776989	NUTRISYSTEM	
Registration Number:	1956649	NUTRISYSTEM	
Registration Number:	3251743	NUTRISYSTEM	
Registration Number:	3433126	NUTRISYSTEM	
Registration Number:	3467401	NUTRISYSTEM	
Registration Number:	3519390	NUTRISYSTEM	
Registration Number:	4327113	NUTRISYSTEM	
Registration Number:	4327116	NUTRISYSTEM	
Registration Number:	4327114	NUTRISYSTEM	
Registration Number:	4330709	NUTRISYSTEM	
Registration Number:	4766989	NUTRISYSTEM	
Registration Number:	4767235	NUTRISYSTEM	
Registration Number:	4767024	NUTRISYSTEM	
Registration Number:	4775224	NUTRISYSTEM	
Registration Number:	4775225	NUTRISYSTEM	
Registration Number:	4327117	NUTRISYSTEM	
Registration Number:	5568836	NUTRISYSTEM ADVANTAGE	
Registration Number:	3709974	NUTRISYSTEM BALANCE	
Registration Number:	4624505	NUTRISYSTEM D	
Registration Number:	4631930	NUTRISYSTEM D	
Registration Number:	4766987	NUTRISYSTEM D	
Registration Number:	3965560	NUTRISYSTEM D	
Registration Number:	4624557	NUTRISYSTEM D	
Registration Number:	4631983	NUTRISYSTEM D	
Registration Number:	4766988	NUTRISYSTEM D	
Registration Number:	4604094	NUTRISYSTEM D	
Registration Number:	4644775	NUTRISYSTEM D	
Registration Number:	5624221	NUTRISYSTEM ESSENTIALS	
Registration Number:	3741847	NUTRISYSTEM FLEX	
Registration Number:	3895043	NUTRISYSTEM MY WAY	
Registration Number:	3710155	NUTRISYSTEM SELECT	
Registration Number:	4243367	NUTRISYSTEM SUCCESS	
Registration Number:	5524061	NUTRISYSTEM TURBO FOR MEN	
Registration Number:	4679586	NUTRISYSTEM UNIQUELY YOURS	
Registration Number:	3432900	PERFECTLY PORTIONED FOR WEIGHT LOSS	
Registration Number:	3518672	PERFECTLY PORTIONED FOR WEIGHT LOSS	
Registration Number:	4472660	PERFECTLY PORTIONED FOR WEIGHT MANAGEMEN	

Property Type	Number	Word Mark	
Registration Number:	4472661	PERFECTLY PORTIONED FOR WEIGHT MANAGEMEN	
Registration Number:	4682949	SIMPLY FRESH	
Registration Number:	5091368	SNACK - A - ROUNDS	
Registration Number:	5567972	SNACK-A-ROUNDS	
Registration Number:	5519006	TURBO BOOSTER	
Registration Number:	5519002	TURBO 13	
Registration Number:	4516358	WEEKENDS MY WAY	
Registration Number:	5379173	WEIGHT LOSS THAT FITS YOUR LIFE	
Registration Number:	5379174	WEIGHT LOSS THAT FITS YOUR LIFE	
Registration Number:	4813150	100 CALORIES OF GOODNESS	
Registration Number:	4786577	CHANGING THE WAY AMERICA EATS	
Registration Number:	4786578	CHANGING THE WAY AMERICA EATS	
Registration Number:	3663963	CHANGING THE WAY AMERICA EATS	
Registration Number:	4419150	HEALTHY NEVER LOOKED SO GOOD.	
Registration Number:	4419151	HEALTHY NEVER LOOKED SO GOOD.	
Registration Number:	4649268		
Registration Number:	4758885		
Registration Number:	5500848	SOUTH BEACH COMPLETE	
Registration Number:	2910278	SOUTH BEACH DIET	
Registration Number:	3213757	SOUTH BEACH DIET	
Registration Number:	2633433	SOUTH BEACH DIET	
Registration Number:	3107236	SOUTH BEACH DIET	
Registration Number:	3107235	SOUTH BEACH DIET	
Registration Number:	3557917	SOUTH BEACH DIET	
Registration Number:	3557916	SOUTH BEACH DIET	
Registration Number:	3123993	SOUTH BEACH DIET	
Registration Number:	4589228	SOUTH BEACH DIET DELIVERY	
Registration Number:	4775086	SOUTH BEACH DIET GLUTEN SOLUTION	
Registration Number:	4775087	SOUTH BEACH DIET GLUTEN SOLUTION	
Registration Number:	3644911	SOUTH BEACH LIVING	
Registration Number:	5311533	SOUTH BEACH LIVING	
Registration Number:	3588906	SOUTH BEACH LIVING	
Registration Number:	3652612	SOUTH BEACH LIVING	
Registration Number:	5407713	SOUTH BEACH LIVING	
Registration Number:	5171796	SOUTH BEACH LIVING	
Registration Number:	5223417	SOUTH BEACH LIVING	
Registration Number:	5171797	SOUTH BEACH LIVING	
Registration Number:	5166688	SOUTH BEACH LIVING	

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Registration Number:	5171798	SOUTH BEACH LIVING	
Registration Number:	4576277	STRATEGIC SNACKING	
Registration Number:	4724075	STRATEGIC SNACKING	
Serial Number:	87295297	TIVITY HEALTH	
Serial Number:	87347585	FITNESS YOUR WAY	
Serial Number:	87340674	PRIME CHOICES	
Serial Number:	87340684	SILVERSNEAKERS BOOM	
Serial Number:	87340670	SILVERSNEAKERS CHOICES	
Serial Number:	87295303	TIVITY HEALTH	
Serial Number:	87301673	WHOLEHEALTH LIVING	
Serial Number:	87937295	LOVE LIFE LONGER	
Serial Number:	87886267	SWITCH50	
Serial Number:	87835668	FLIP50	
Serial Number:	88037145	DNA BODY BLUEPRINT	
Serial Number:	86859984	DON'T GIVE UP DELICIOUS!	
Serial Number:	87768712	EASY8	
Serial Number:	87726764	F PLAN DIET	
Serial Number:	87726823	F-PLAN DIET	
Serial Number:	87794064	FREEDOM	
Serial Number:	88183300	FRESH START	
Serial Number:	88183329	FRESH START	
Serial Number:	88145220	JUMPSTART YOUR WEIGHT LOSS WHILE DEVELOP	
Serial Number:	88183415	NUTRISYSTEM	
Serial Number:	88267755	NUTRISYSTEM SILVER	
Serial Number:	88267765	NUTRISYSTEM SILVER	
Serial Number:	87950938	NUTRISYSTEM SILVER	
Serial Number:	88232939	REAL BALANCED NUTRITION	
Serial Number:	88257137	SILVERSPOON	
Serial Number:	88257145	SILVERSPOON	
Serial Number:	88269348	SILVERSPOON	
	88257152	SILVERSPOON	
Serial Number:	87789449	THE LEAF	
Serial Number:	88220671	THE LEAF	
	88026634	TURBO	
	88141139	SIMPLY FIT	
	87794093	HEART HEALTH INFUSION	
	88144483	SOUTH BEACH COMPLETE	
Serial Number:	87620702	SOUTH BEACH COMPLETE	

Property Type	Number	Word Mark	
Serial Number:	87765274	SOUTH BEACH DIET	
Serial Number:	87683490	SOUTH BEACH DIET COMPLETE	
Serial Number:	87598355	SOUTH BEACH FIT	
Serial Number:	87636586	SOUTH BEACH KICKSTART	
Serial Number:	86765311	SOUTH BEACH LIVING	
Serial Number:	87817165	SOUTH BEACH LIVING VITA PACK	
Serial Number:	87598334	SOUTH BEACH ON THE GO	
Serial Number:	87598295	SOUTH BEACH SIMPLE	
Serial Number:	88218238	THE PALM	

### **CORRESPONDENCE DATA**

### Fax Number:

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:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Ste 1130

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1071387 TM
NAME OF SUBMITTER:	ANNETTE VERA
SIGNATURE:	/ANNETTE VERA/
DATE SIGNED:	04/17/2019

### **Total Attachments: 14**

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TRADEMARK SECURITY AGREEMENT, dated as of April 15, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made among THE ENTITIES IDENTIFIED AS GRANTORS ON THE SIGNATURE PAGES HERETO (collectively, the "Grantors") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("Credit Suisse"), as Collateral Agent for the Secured Parties.

WHEREAS, the Grantors are party to the Pledge and Security Agreement dated as of March 8, 2019 (the "Pledge and Security Agreement"), among Tivity Health, Inc., a Delaware corporation, the other Grantors party thereto from time to time and Credit Suisse, as Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

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

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

Grant of Security. As security for the payment and performance in full of the Secured Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith and all other assets, rights and interests that uniquely reflect or embody such goodwill, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A under the heading "Trademark Registrations and Applications", (b) all rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (c) all reissues, continuations, extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof, (e) all rights corresponding thereto throughout the world and (f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto.

Notwithstanding anything herein to the contrary, (a) in no event shall the Trademark Collateral include or the security interest granted under this Section 2 attach to any "intent to use" application

for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law and (b) if, for so long and to the extent as any such asset constitutes Excluded Property, the security interest granted under this Section 2 shall not attach to, and the Trademark Collateral shall not include, such asset; provided, however, that the security interest granted under this Section 2 shall immediately attach to, and the Trademark Collateral shall immediately include, any such asset (or portion thereof) upon such asset (or such portion) ceasing to be Excluded Property.

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 benefit of the Secured Parties, pursuant to the Pledge and Security Agreement, and the Grantors 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 Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

**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.

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

TIVITY HEALTH, INC

Name: Adam Holland Title: Chief Financial Officer

TIVITY HEALTH SUPPORT

By:

Name: Adam Holland

Title: Assistant Treasurer and Assistant Secretary

NUTRI/SYSTEM IPHC, INC. SBD ENTERPRISES LLC

By:

Name: Name: Adam Holland Title: President

### Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by

Name: John D. Toronto
Title: Authorized Signatory

Ву

Name: D. Andrew Maletta Tiple: Authorized Signatory

### SCHEDULE A to

### TRADEMARK SECURITY AGREEMENT

### TRADEMARKS OWNED BY TIVITY HEALTH, INC.

### TRADEMARK REGISTRATIONS

Trademark	Ser. No.	Filing Date	Reg. No.	Reg. Date
FOREVER FIT	78/886,299	May 17, 2006	3,438,189	May 27, 2008
PRIME	78/600,269	April 1, 2005	3,382,837	February 12, 2008
SILVERSNEAKERS	75/175,639	October 2, 1996	2,086,072	August 5, 1997
SILVERSNEAKERS STEPS	77/750,033	June 2, 2009	3,823,807	July 27, 2010
tivity HEALTH	87/295,302	January 10, 2017	5,586,941	October 16, 2018
	86/133,106	December 2, 2013	4,679,824	January 27, 2015
HEALTHWAYS BOOM	85/960,387	June 14, 2013	4,581,479	August 5, 2014
HEALTHWAYS	85/399,258	August 16, 2011	4,466,850	January 14, 2014
WHOLEHEALTH				
NETWORKS				
PROGRAM ADVISOR	86/275,459	May 8, 2014	4,701,620	March 10, 2015
SILVERSNEAKERS FLEX	86/642,888	May 27, 2015	5,004,694	July 19, 2016
SILVERSNEAKERS	86/370,540	August 19, 2014	4,814,475	September 15,
STABILITY				2015
TIVITY HEALTH	87/295,307	January 10, 2017	5,586,942	October 16, 2018
WHOLEHEALTH LIVING CHOICES	87/340,667	February 17, 2017	5551631	August 28, 2018
FITNESS YOUR WAY	87978429	February 23, 2017	5582433	October 9, 2018

### TRADEMARK APPLICATIONS

Trademark	Application No.	Filing Date
tivity	87/295,297	January 10, 2017
HEALTH W	05/045 505	F.1 22 2017
FITNESS YOUR WAY	87/347,585	February 23, 2017
PRIME CHOICES	87/340,674	February 17, 2017
SILVERSNEAKERS BOOM	87/340,684	February 17, 2017
SILVERSNEAKERS CHOICES	87/340,670	February 17, 2017
TIVITY HEALTH	87/295,303	January 10, 2017
WHOLEHEALTH LIVING	87/301,673	January 13, 2017

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Trademark	Application No	o. Filing Date
LOVE LIFE LONGER	87937295	May 25, 2018
SWITCH50	87886267	April 20, 2018
FLIP50	87835668	March 15, 2018

### TRADEMARKS OWNED BY TIVITY HEALTH SUPPORT, LLC

### TRADEMARK REGISTRATIONS

Trademark	Ser. No.	Filing Date	Reg. No.	Reg. Date
SILVERSPLASH	76/385,765	March 22, 2002	2,674,857	January 14, 2003

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### TRADEMARKS OWNED BY NUTRI/SYSTEM IPHC, INC.

### TRADEMARK REGISTRATIONS

Trademark	Ser. No	Filing Date	Reg. No.	Reg. Date
1-800-321-THIN	74/071,334	6/21/1990	1,649,795	7/2/1991
DINNERS MY WAY	85/948,971	6/3/2013	4,519,219	4/22/2014
ENERGI-ZING†	85/963,776	6/19/2013	4,668,857	1/6/2015
ENERGI-ZING†	85/963,756	6/19/2013	4,690,071	1/17/2015
ENJOYFULL	87/100,394	7/12/2016	5,351,480	12/5/2017
ENJOY-FULL	87/100,401	7/12/2016	5,341,791	11/21/2017
EZ PAY	78/302,237	9/18/2003	2,934,808	3/22/2005
FEEL GOOD FAVORITES	8/676,3934	9/22/2015	4,974,998	6/7/2016
FEEL GOOD FAVORITES	86/763,946	9/22/2015	4,974,999	6/7/2016
GET ON IT	85/463,232	11/3/2011	4,335,713	5/14/2013
MEMBERS' FAVORITES	86/859,988	12/29/2015	5,111,446	12/27/2016
MINDSET MAKEOVER	77/859,406	10/28/2009	3,872,304	11/9/2010
MORNING MINDSET	87/100,405	7/12/2016	5,183,558	4/11/2017
MY DAILY 3	85/496,389	12/15/2011	4,168,071	7/3/2012
NuMi	85/893,975	4/3/2013	4,708,777	3/24/2015
NuMi	85/893,902	4/3/2013	5,209,593	5/23/2017
NuMi	85/894,123	4/3/2013	4,641,923	11/18/2014
NuMi	85/894,146	4/3/2013	4,641,924	11/18/2014
NuMi	85/894,405	4/3/2013	4,641,925	11/18/2014
NuMi by Nutrisystem	85/939,838	5/22/2013	4,724,351	4/21/2015
NuMi by Nutrisystem	85/939,954	5/22/2013	4,660,410	12/23/2014
NuMi by Nutrisystem	85/939,983	5/22/2013	4,653,704	12/9/2014
NuMi by Nutrisystem	85/940,003	5/22/2013	4,769,233	7/7/2015
NU Mi Gem Logo	85/895,656	4/4/2013	4,708,779	3/24/2015
NU Mi Gem Logo	85/895,664	4/4/2013	5,209,595	5/23/2017
NU Mi Gem Logo	85/895,678	4/4/2013	4,641,928	11/18/2014
NU Mi Gem Logo	85/895,688	4/4/2013	4,641,929	11/18/2014
NU Mi Gem Logo	85/895,697	4/4/2013	4,653,623	12/9/2014
NUTRICRUSH	86/521,350	2/2/2015	4,847,956	11/3/2015
NUTRICRUSH	86/701,224	7/22/2015	5,065,422	10/18/2016
NUTRICRUSH	86/701,288	7/22/2015	5,065,423	10/18/2016
NUTRICURB	86/359,187	8/6/2014	4,740,966	5/19/2015
NUTRICURB	87/518,033	7/6/2017	5,520,940	7/17/2018
NUTRIHANCE	74/542,796	6/27/1994	1,902,362	7/4/1995
NUTRISYSTEM	73/383,698	9/7/1982	1,251,922	9/22/1983
NUTRISYSTEM	73/394,040	9/29/1982	1,297,847	9/25/1984
NUTRISYSTEM	74/218,824	11/4/1991	1,731,373	11/10/1992
NUTRISYSTEM	74/031,752	2/23/1990	1,767,562	4/27/1993
NUTRISYSTEM	74/031,339	2/22/1990	1,776,989	6/15/1993
NUTRISYSTEM	74/031,485	2/22/1990	1,956,649	2/13/1996
NUTRISYSTEM	78/949,222	8/10/2006	3,251,743	6/12/2007
NUTRISYSTEM	78/858,027	4/10/2006	3,433,126	5/20/2008
NUTRISYSTEM	77/338,836	11/28/2007	3,467,401	7/15/2008
NUTRISYSTEM	77/338,865	11/28/2007	3,519,390	10/21/2008

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Trademark	Ser. No	Filing Date	Reg. No.	Reg. Date
NUTRISYSTEM	85/616,681	5/4/2012	4,327,113	4/30/2013
NUTRISYSTEM	85/617,026	5/4/2012	4,327,116	4/30/2013
NUTRISYSTEM	85/616,875	5/4/2012	4,327,114	4/30/2013
NUTRISYSTEM	85/616,627	5/4/2012	4,330,709	5/7/2013
NUTRISYSTEM	86/230,761	3/25/2014	4,766,989	7/7/2015
Nutrisystem w/ leaf logo	86/296,234	5/30/2014	4,767,235	7/7/2015
Nutrisystem w/ leaf logo	86/251,022	4/14/2014	4,767,024	7/7/2015
Nutrisystem w/ leaf logo	86/251,060	4/14/2014	4,775,224	7/21/2015
Nutrisystem w/ leaf logo	86/251,089	4/14/2014	4,775,225	7/21/2015
Nutrisystem w/ leaf logo	85/617,220	05/04/2012	4,327,117	4/30/2013
NUTRISYSTEM ADVANTAGE	87/719,634	12/13/2017	5,568,836	9/25/2018
NUTRISYSTEM BALANCE	77/538,010	8/4/2008	3,709,974	11/10/2009
NUTRISYSTEM D	86/229,229	3/22/2014	4,624,505	10/21/2014
NUTRISYSTEM D	86/229,232	3/22/2014	4,631,930	11/4/2014
NUTRISYSTEM D	86/229,241	3/22/2014	4,766,987	7/7/2015
NUTRISYSTEM D	85/133,675	9/20/2010	3,965,560	5/24/2011
NUTRISYSTEM D (LOGO)	86/230,753	3/24/2014	4,624,557	10/21/2014
NUTRISYSTEM D (LOGO)	86/230,755	3/25/2014	4,631,983	11/4/2014
NUTRISYSTEM D (LOGO)	86/230,758	3/25/2014	4,766,988	7/7/2015
NUTRISYSTEM D (LOGO)	85/958,217	6/12/2013	4,604,094	9/16/2014
NUTRISYSTEM D (LOGO)	86/252,770	4/15/2014	4,644,775	11/25/2014
NUTRISYSTEM ESSENTIALS	87/817,155	3/1/2018	5,624,221	12/4/2018
NUTRISYSTEM FLEX	77/656,750	1/26/2009	3,741,847	1/26/2010
NUTRISYSTEM MY WAY	77/831,960	9/22/2009	3,895,043	12/21/2010
NUTRISYSTEM SELECT	77/579,847	9/26/2008	3,710,155	11/10/2009
NUTRISYSTEM SUCCESS	85/462,523	11/2/2011	4,243,367	11/13/2012
NUTRISYSTEM TURBO FOR MEN	87/719,590	12/13/2017	5,524,061	7/24/2018
NUTRISYSTEM UNIQUELY	,		, ,	
YOURS	86/028,962	8/5/2013	4,679,586	1/27/2015
PERFECTLY PORTIONED FOR			, ,	
WEIGHT LOSS	78/740,038	12/25/2005	3,432,900	5/20/2008
PERFECTLY PORTIONED FOR	,			
WEIGHT LOSS	78/740,021	10/25/2005	3,518,672	10/14/2008
PERFECTLY PORTIONED FOR				
WEIGHT MANAGEMENT	85/560,884	3/5/2012	4,472,660	1/21/2014
PERFECTLY PORTIONED FOR	·			
WEIGHT MANAGEMENT	85/560,895	3/5/2012	4,472,661	1/21/2014
SIMPLY FRESH	86/307,040	6/11/2014	4,682,949	2/3/2015
SNACK -A- ROUNDS (LOGO)	85/696,893	8/7/2012	5,091,368	11/29/2016
SNACK-A-ROUNDS	86/839,441	12/4/2015	5,567,972	9/25/2018
TURBO BOOSTER	87/719,659	12/13/2017	5,519,006	7/17/2017
TURBO 13	87/719,619	12/13/2017	5,519,002	7/17/2018
WEEKENDS MY WAY	85/948,989	6/3/2013	4,516,358	4/15/2014
WEIGHT LOSS THAT FITS YOUR	ĺ			
LIFE	87/490,028	6/15/2017	5,379,173	1/16/2018
WEIGHT LOSS THAT FITS YOUR				
LIFE	87490036	6/15/2017	5,379,174	1/16/2018

### TRADEMARK APPLICATIONS

Trademark	Application No.	Filing Date
DNA Body Blueprint	88037145	13-Jul-18
Don't Give Up Delicious!	86859984	29-Dec-15
Easy8	87768712	24-Jan-18
F Plan Diet	87726764	19-Dec-17
F-Plan Diet	87726823	15-May-18
Freedom	87794064	12-Feb-18
Fresh Start	88183300	6-Nov-18
Fresh Start	88183329	6-Nov-18
Jumpstart your weight loss while		
developing healthy habits for life	88145220	5-Oct-18
Nutrisystem	88183415	6-Nov-18
Nutrisystem Silver	88267755	18-Jan-19
Nutrisystem Silver	88267765	18-Jan-19
Nutrisystem Silver	88267755	18-Jan-19
Nutrisystem Silver	87950938	13-Nov-18
Real Balanced Nutrition	88232939	18-Dec-18
SilverSpoon	88257137	10 <b>-Jan-</b> 19
SilverSpoon	88257145	10 <b>-Jan-</b> 19
SilverSpoon	88269348	21-Jan-19
SilverSpoon	88257152	10-Jan-19
The Leaf	87789449	8-Feb-18
The Leaf	88220671	7-Dec-18
Turbo	88026634	5-Jul-18
SIMPLY FIT	88141139	3-Oct-18

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TRADEMARKS OWNED BY SBD ENTERPRISES, LLC

# TRADEMARK REGISTRATIONS

SOUTH BEACH DIET	SOUTH BEACH DIET	SOUTH BEACH COMPLETE			HEALTHY NEVER LOOKED SO GOOD	HEALTHY NEVER LOOKED SO GOOD	CHANGING THE WAY AMERICA EATS	CHANGING THE WAY AMERICA EATS	CHANGING THE WAY AMERICA EATS	100 CALORIES OF GOODNESS	Trademark
76/548397	78/140408	87/514,638	86/347,296	86/282,135	85/499,959	85/499,955	76/575,014	86/117,037	86/117,021	85/564,222	Ser. No.
09/15/2003	07/01/2002	07/03/2017	07/24/2014	05/15/2014	12/20/2011	12/20/2011	02/09/2004	11/12/2013	11/12/2013	3/8/2012	Filing Date
3213757	2910278	5,500,848	4,758,885	4,649,268	4,419,151	4,419,150	3,663,963	4,786,578	4,786,577	4,813,150	Reg. No.
2/27/2007	12/14/2004	6/26/2018	6/23/2015	12/2/2014	10/15/2013	10/15/2013	8/4/2009	8/4/2015	8/4/2015	9/15/2015	Reg. Date

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SOUTH BEACH LIVING 86014637	SOUTH BEACH LIVING 77737063	SOUTH BEACH LIVING 78387741	SOUTH BEACH LIVING 78387736	SOUTH BEACH LIVING 86014624	SOUTH BEACH LIVING 78387731	SOUTH BEACH DIET GLUTEN SOLUTION 86127626	SOUTH BEACH DIET GLUTEN SOLUTION 86127610	SOUTH BEACH DIET DELIVERY 4589228	SOUTH BEACH DIET 76548391	SOUTH BEACH DIET 76548392	SOUTH BEACH DIET 76548393	SOUTH BEACH DIET 76548395	SOUTH BEACH DIET 76/548396	SOUTH BEACH DIET 75/709879	Trademark Ser. No.
537 07/19/2013	03/14/2009	03/19/2004	736 03/19/2004	624 07/19/2013	731 03/19/2004	526 11/23/2013	11/23/2013	28 06/01/2012	91 09/15/2003	92 01/06/2009	93 09/15/2003	95 09/15/2003	396 09/15/2003	879 05/20/1999	o. Filing Date
5171796	5407713	3652612	3588906	5311533	3644911	4775087	4775086	4589228	3123993	3557916	3557917	3107235	3107236	2633433	Reg. No.
3/28/2017	2/20/2018	7/7/2009	3/10/2009	10/17/2017	6/23/2009	7/21/2015	7/21/2015	8/19/2014	8/1/2006	1/6/2009	1/6/2009	6/20/2006	6/20/2006	10/8/2002	Reg. Date

STRATEGIC SNACKING	STRATEGIC SNACKING	SOUTH BEACH LIVING	SOUTH BEACH LIVING	SOUTH BEACH LIVING	Trademark
85455588	85455583	86014700	86014694	86014683	Ser. No.
10/25/2011	10/25/2011	07/19/2013	07/19/2013	07/19/2013	Filing Date
4724075	4576277	5171798	5166688	5171797	Reg. No.
4/21/2015	7/29/2014	3/28/2017	3/21/2017	3/28/2017	Reg. Date

## TRADEMARK APPLICATIONS

Trademark	Application No.	Filing Date
HEART HEALTH INFUSION	87794093	February 12, 2018
SOUTH BEACH COMPLETE	88144483	October 5, 2018
SOUTH BEACH COMPLETE	87620702	September 25, 2017
SOUTH BEACH DIET	87765274	January 22, 2018
SOUTH BEACH DIET COMPLETE	87683490	November 14, 2017
SOUTH BEACH FIT	87598355	September 6, 2017
SOUTH BEACH KICKSTART	87636586	October 6, 2017
SOUTH BEACH LIVING	86765311	September 23, 2015
SOUTH BEACH LIVING VITA PACK	87817165	March 1, 2018
SOUTH BEACH ON THE GO	87598334	September 6, 2017
SOUTH BEACH SIMPLE	87598295	September 6, 2017
THE PALM	88218238	December 5, 2018

TRADEMARK REEL: 006621 FRAME: 0604

RECORDED: 04/17/2019