

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521554

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lang Pharma Nutrition, Inc.		04/30/2019	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	DNB Bank ASA		
Street Address:	Dronning Eufemias gate 30		
City:	Oslo		
State/Country:	NORWAY		
Postal Code:	0191		
Entity Type:	Allmennaksjeselskap (Asa): NORWAY		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	3955330	PLANT PURE OMEGA-3	
Registration Number:	4064871	ALGAL-900	
Registration Number:	5451020	ALGAL-900	
Registration Number:	4310009	FISH OIL PEARLS	
Registration Number:	4238561	THRIVE! FOR LIFE	
Registration Number:	3659508	HEALTH BENEFIT DRIVEN	
Registration Number:	4268508	PLANT-PURE DHA	
Registration Number:	4257941	PLANT-PURE	
Registration Number:	4389376	RADIANT PEARLS	
Registration Number:	4568784	VITA-PEARLS	
Registration Number:	1833964	MR. SPICE	
Registration Number:	1691805	TANGY BANG	
Registration Number:	4833227	QUALI·PURE3	
Registration Number:	4833387	PROMEGA STAR	
Registration Number:	5227494	PROMEGA STAR SACHA INCHI	
Registration Number:	4883294	ALASKAN FRESH	
Registration Number:	1933359	ENERJUICE	
Registration Number:	5078422	ESSENTIAL FRESH	
Registration Number:	5078423	VEGENTERIC	

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Property Type	Number	Word Mark
Registration Number:	5183031	GET YOUR ENERGY BACK
Registration Number:	5508749	HONEST TO WELLNESS
Registration Number:	5638204	CHOCO-FIBER
Serial Number:	86683247	RELAX
Serial Number:	86683253	RELAX FIBER BAR
Serial Number:	86683249	RELAX BAR
Serial Number:	87501368	CLOCKWORK
Serial Number:	87612498	SWEET HARMONY
Serial Number:	87613526	PERFECT HARMONY
Serial Number:	87613538	HARMONY & BALANCE
Serial Number:	87618908	HONEST TO WELLNESS
Serial Number:	86370795	ENERJUICE

CORRESPONDENCE DATA

Fax Number: 2124808421

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: 2125741200

Email: trademarks@sewkis.com

Correspondent Name: Beth H. Alter/Seward & Kissel LLP

Address Line 1: One Battery Park Plaza

Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER:	Beth H. Alter
SIGNATURE:	/Beth H. Alter/
DATE SIGNED:	05/01/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of April 30, 2019, is made by and between LANG PHARMA NUTRITION, INC., a Rhode Island corporation (the "**Grantor**") in favor of DNB BANK ASA, as security agent (the "**Security Agent**") for and on behalf of the Secured Parties (as defined below).

WITNESSETH THAT

WHEREAS:

(A) Pursuant to a term and revolving facilities agreement dated as of February 25, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Facilities Agreement**") made by and among, *inter alios*, New Ride LLC, as the original borrower (the "**Borrower**"), Aker Biomarine AS as parent, Aker Biomarine US Holding, Inc. as U.S. parent, the lenders from time to time party thereto (the "**Lenders**"), and DNB as facility agent (the "**Agent**") of the other Finance Parties (as defined therein) and security agent of the other Security Parties (as defined therein), the Lenders have provided to the Borrower certain secured credit facilities in the amount of \$70,000,000 (the "**Facilities**") upon the terms and conditions set out in the Facilities Agreement.

(B) As of the date hereof, the Grantor, a wholly owned subsidiary of the Borrower, has acceded to the Facilities Agreement as an Additional Borrower and Additional Guarantor (each as defined in the Facilities Agreement) pursuant to an Accession Agreement (as defined in the Facilities Agreement) dated as of the date hereof made by and among the Grantor, the Borrower and the Agent.

(C) As a condition to the continued availability of the Facilities to the Borrower and the availability of the Facilities to the Additional Borrower, the Grantor has executed and delivered to the Security Agent that certain Security Agreement dated as of the date hereof, made by and between the Grantor and the Security Agent (the "**Security Agreement**").

(D) Under the terms of the Security Agreement, the Grantor has granted to the Security Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Security Agent a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(c) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks, and any other government official to record and register this IP Security Agreement upon request by the Security Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Security Agent with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

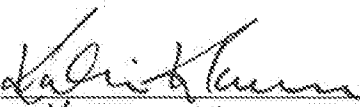
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

LANG PHARMA NUTRITION, INC.

By: 
Name: Katrine Klaveness
Title:

Address for Notices:
c/o Aker BioMarine AS
Oksenøyveien 10
1366 Lysaker
Norway
Attn: CFO/Katrine Klaveness
E-mail:
katrine.klaveness@akerbiomarine.com

AGREED TO AND ACCEPTED:

DNB BANK ASA, as Security Agent

By: _____
Name:
Title:

Address for Notices:
DNB Bank ASA
Dronning Eufemias gate 30
0191 Oslo
Norway
Attn: Agentdesk
E-mail: Agentdesk@dnb.no

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

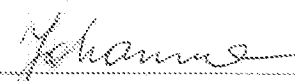
LANG PHARMA NUTRITION, INC.

By: _____
Name:
Title:

Address for Notices:
c/o Aker BioMarine AS
Oksøyveien 10
1366 Lysaker
Norway
Attn: CFO/Katrine Klaveness
E-mail:
katrine.klaveness@akerbiomarine.com

AGREED TO AND ACCEPTED:

DNB BANK ASA, as Security Agent

By:  _____
Name: Marina Johansen Finn Kristian Reinertsen
Title: Advisor Agent Desk Senior Advisor

Address for Notices:
DNB Bank ASA
Dronning Eufemias gate 30
0191 Oslo
Norway
Attn: Agentdesk
E-mail: Agentdesk@dnb.no

SCHEDULE 1
PATENTS

1. None

SCHEDULE 2
TRADEMARKS

Trademark Registrations

Mark	Registration No.	Registration Date
Plant Pure – Omega-3 (logo)	3955330	5/3/2011
Algal-900 (Supplemental Register)	4064871	11/29/2011
Algal-900 (PRINCIPAL Register)	5451020	4/24/2018
Fish Oil Pearls	4310009	3/26/2013
Thrive! For Life	4238561	11/6/2012
Health Benefit Driven	3659508	7/21/2009
Plant-Pure DHA	4268508	1/1/2013
Plant-Pure	4257941	12/11/2012
Radiant Pearls	4389376	8/20/2013
vita-Pearls	4568784	7/15/2014
Mr. Spice	1833964	5/3/1994
Tangy Bang	1691805	6/9/1992
Quali Pure³	4833227	10/13/2015
PROMEGA STAR (Word)	4833387	10/13/2015
PROMEGA STAR (LOGO)	5227494	6/20/2017
Alaskan Fresh (Supplemental Register)	4883294	1/5/2016
Enerjuice	1933359	11/7/1995
Essential Fresh	5078422	11/8/2016
Vegenteric	5078423	11/8/2016
Get Your Energy Back	5183031	4/11/2017
Honest to Wellness (WORD)	5508749	7/3/2018
Choco-Fiber	5638204	12/25/2018

Pending Trademark Applications

Mark	Serial No.	Filing Date
Relax	86683247	7/4/2015

Relax Fiber Bar	86683253	7/4/2015
Relax Bar	86683249	7/4/2015
Clockwork	87501368	6/22/2017
Sweet Harmony	87612498	9/18/2017
Perfect Harmony	87613526	9/19/2017
Harmony & Balance	87613538	9/19/2017
Honest to Wellness (LOGO)	87618908	9/22/2017
Enerjuice	86370795	8/19/2014