

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650493

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capstone Nutrition, LLC		05/28/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Administrative Agent
Street Address:	600 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5823076	FIZZ ENERGY
Registration Number:	5488291	CAPSTONE ADVANTAGE
Registration Number:	5460818	FORMULATE FOR SUCCESS
Registration Number:	5460820	TRUST SCIENCE PERFORMANCE A
Registration Number:	5556806	A CAPSTONE NUTRITION LIFE IMPROVED
Registration Number:	5776197	CAPSTONE UNIVERSITY
Registration Number:	5488098	THRUVENUE
Registration Number:	5748174	LIFE IMPROVED
Registration Number:	5748175	CAPSTONE NUTRITION
Registration Number:	4952912	CAPSTONE
Registration Number:	4386906	BUILDING BETTER NUTRITION
Registration Number:	4350740	CORNERSTONE
Serial Number:	90016110	TRUST SCIENCE PERFORMANCE

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.

TRADEMARK

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1389504 TM 1L

NAME OF SUBMITTER: Ashley Min Joo Kim

SIGNATURE: /Ashley Min Joo Kim/

DATE SIGNED: 05/28/2021

Total Attachments: 6

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FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 28, 2021 (this "Agreement"), by Capstone Nutrition, LLC, a Delaware limited liability company, (the "Grantor") in favor of UBS AG, Stamford Branch, as administrative agent, collateral agent and security trustee for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain First Lien Term Loan U.S. Pledge and Security Agreement, dated as of March 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Administrative Agent. The First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in First Lien Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Term Loan Agreement, dated as of March 25, 2021 (as amended by that certain Amendment No. 1 to First Lien Term Loan Agreement, dated as of May 7, 2021, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Term Loan Agreement"), by and among INW Holdco LLC, a Delaware limited liability company, as Holdings, INW Manufacturing, LLC, a Delaware limited liability company (as successor by merger to INW Debt Merger Sub LLC, a Delaware limited liability company, the "Borrower"), the lenders from time to time party thereto (the "First Lien Lenders") and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Term Loan Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under any and all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyrights, including the Copyright registrations, pending applications for registration in the United States Copyright Office and exclusive licenses to U.S. registered Copyrights, in each case, listed on Schedule III; and
- D. all Proceeds of the foregoing;

in each case, to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "IP Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon any property ceasing to be an Excluded Asset (including, without limitation, as a result of the ineffectiveness, lapse or termination of any restriction or condition on such property being pledged to secure the Secured Obligations), the IP Collateral shall include, and the Grantor shall be deemed to have automatically granted a security interest to the Administrative Agent for the benefit of the Secured Parties, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT (WHETHER IN TORT, IN CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE), SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. **Jurisdiction.** The consent to jurisdiction, consent to service of process, venue and waiver of jury trial provisions set forth in Section 7.15 and Section 7.16 of the Security Agreement shall apply to this Agreement, *mutatis mutandis*, to the same extent as if fully set forth herein.

SECTION 6. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature page to this Agreement may be delivered by facsimile or other or any electronic mail (including in “.pdf”, “.tif” or similar format) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Requirements of Law.

SECTION 7. **Recordation.** The Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable Governmental Authority record this Agreement.

SECTION 8. **Release.** This Agreement shall continue in effect until the Termination Date, and the Liens granted hereunder shall automatically be released in the circumstances described in Article 8 of the First Lien Term Loan Agreement. In connection with any such termination or release, the Administrative Agent shall promptly execute (if applicable) and deliver to the Grantor, at the Grantor’s expense, all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent’s security interest in the IP Collateral in accordance with Section 7.12 of the Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CAPSTONE NUTRITION, LLC

Jacob Brickey


By: _____

Name: Jacob Brickey

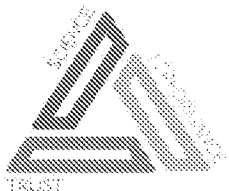
Title: Chief Financial Officer

SCHEDULE I

TRADEMARK REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
CAPSTONE NUTRITION, LLC	5823076	FIZZ ENERGY
CAPSTONE NUTRITION, LLC	5488291	CAPSTONE ADVANTAGE
CAPSTONE NUTRITION, LLC	5460818	FORMULATE FOR SUCCESS
CAPSTONE NUTRITION, LLC	5460820	A TRUST SCIENCE PERFORMANCE 
CAPSTONE NUTRITION, LLC	5556806	A CAPSTONE NUTRITION LIFE IMPROVED  <small>CAPSTONE PROFESSIONAL LIFE IMPROVEMENT</small>
CAPSTONE NUTRITION, LLC	5776197	CAPSTONE UNIVERSITY
CAPSTONE NUTRITION, LLC	5488098	THRUVENUE
CAPSTONE NUTRITION, LLC	5748174	LIFE IMPROVED
CAPSTONE NUTRITION, LLC	5748175	CAPSTONE NUTRITION
CAPSTONE NUTRITION, LLC	4952912	CAPSTONE
CAPSTONE NUTRITION, LLC	4386906	BUILDING BETTER NUTRITION
CAPSTONE NUTRITION, LLC	4350740	CORNERSTONE

TRADEMARK APPLICATIONS

APPLICANT	SERIAL NUMBER	TRADEMARK
CAPSTONE NUTRITION, LLC	90016110	TRUST SCIENCE PERFORMANCE 

SCHEDULE II

PATENTS

None

PATENT APPLICATIONS

None

SCHEDULE III

COPYRIGHT REGISTRATIONS

None

COPYRIGHT APPLICATIONS

None

EXCLUSIVE COPYRIGHT LICENSES

None.