

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re: : Chapter 11  
: Case No. 14-11446 (BLS)  
NATROL, INC., *et al.*, : (Jointly Administered)  
Debtors.<sup>1</sup> :  
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**GLOBAL NOTES, METHODOLOGY AND SPECIFIC  
DISCLOSURES REGARDING THE DEBTORS' SCHEDULES OF  
ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

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**Introduction**

Natrol, Inc., Natrol Holdings, Inc.; Natrol Products, Inc.; Natrol Direct, Inc.; Natrol Acquisition Corp.; Prolab Nutrition, Inc.; and Medical Research Institute (collectively, the “Debtors”) with the assistance of their advisors, have filed their respective Schedules of Assets and Liabilities (the “Schedules”) and Statements of Financial Affairs (the “Statements,” and together with the Schedules, the “Schedules and Statements”) with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), pursuant to section 521 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

These Global Notes, Methodology, and Specific Disclosures Regarding the Debtors’ Schedules of Assets and Liabilities and Statements of Financial Affairs (the “Global Notes”) pertain to, are incorporated by reference in, and comprise an integral part of each Debtor’s Schedules and Statements. The Global Notes should be referred to, considered, and reviewed in connection with any review of the Schedules and Statements.

The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States (“GAAP”), nor are they intended to be fully reconciled with the financial statements of each Debtor (whether publicly filed or otherwise). Additionally, the Schedules and Statements contain unaudited information that is subject to further review and potential adjustment, and reflect the Debtors’ reasonable best efforts to report the assets and liabilities of each Debtor on an unconsolidated basis, unlike in its normal format of a consolidated financial statement.

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<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor’s taxpayer identification number are as follows: Natrol, Inc. (0780); Natrol Holdings, Inc. (4614); Natrol Products, Inc. (7823); Natrol Direct, Inc. (5090); Natrol Acquisition Corp. (3765); Prolab Nutrition, Inc. (3283); and Medical Research Institute (2825). The Debtors’ principal offices are located at 21411 Prairie Street, Chatsworth CA 91311.

In preparing the Schedules and Statements, the Debtors relied upon information derived from their books and records that was available at the time of such preparation. Although the Debtors have made reasonable efforts to ensure the accuracy and completeness of such financial information, inadvertent errors or omissions, as well as the discovery of conflicting, revised, or subsequent information, may cause a material change to the Schedules and Statements. Accordingly, the Debtors reserve all of their rights to amend, supplement, or otherwise modify the Schedules and Statements as is necessary and appropriate. Notwithstanding the foregoing, unless required by the Bankruptcy Code, the Debtors shall not be required to update the Schedules and Statements.

The Debtors, their officers, employees, agents, attorneys and financial advisors do not guarantee or warrant the accuracy or completeness of the data that is provided herein and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating or delivering the information contained herein. Except as expressly required by the Bankruptcy Code, the Debtors and their officers, employees, agents, attorneys and financial advisors expressly do not undertake any obligation to update, modify, revise or re-categorize the information provided herein or to notify any third party should the information be updated, modified, revised or re-categorized. The Debtors, on behalf of themselves, their officers, employees, agents and advisors disclaim any liability to any third party arising out of or related to the information contained in the Schedules and Statements and reserve all rights with respect thereto.

The Schedules and Statements have been signed by an authorized representative of each of the Debtors. In reviewing and signing the Schedules and Statements, this representative relied upon the efforts, statements and representations of the Debtors' other personnel and professionals. This representative has not (and could not have) personally verified the accuracy of each such statement and representation, including, for example, statements and representations concerning amounts owed to creditors and their addresses.

### **Global Notes and Overview of Methodology**

- 1. Reservation of Rights.** Reasonable best efforts have been made to prepare and file complete and accurate Schedules and Statements; however, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, without limitation, the right to amend the Schedules and Statements with respect to claim ("Claim") description, designation, or Debtor against which the Claim is asserted; dispute or otherwise assert offsets or defenses to any Claim reflected in the Schedules and Statements as to amount, liability, priority, status, or classification; subsequently designate any Claim as "disputed," "contingent," or "unliquidated;" or object to the extent, validity, enforceability, priority, or avoidability of any Claim. Any failure to designate a Claim in the Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtors that such Claim or amount is not "disputed," "contingent," or "unliquidated." Listing a Claim does not constitute an admission of liability by the Debtor against which the Claim is listed or against any of the Debtors. Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights with respect to the Debtors'

chapter 11 cases, including, without limitation, issues involving Claims, substantive consolidation, defenses, equitable subordination, recharacterization, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph. Notwithstanding the foregoing, unless required by the Bankruptcy Code, the Debtors shall not be required to update the Schedules and Statements.

The listing in the Schedules or Statements (including, without limitation, Schedule B, Schedule F or Statement 3(c)) by the Debtors of any obligation between a Debtor and another Debtor or between a Debtor and a non-Debtor affiliate is a statement of what appears in the Debtors' books and records and does not reflect any admission or conclusion of the Debtors regarding whether such amount would be allowed as a Claim or how such obligations may be classified and/or characterized in a plan of reorganization or by the Bankruptcy Court. The Debtors reserve all rights with respect to such obligations.

2. **Description of Cases and “as of” Information Date.** On June 11, 2014 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On June 19, 2014, the Bankruptcy Court entered an order directing procedural consolidation and joint administration of the Debtors’ chapter 11 cases [Docket No. 66]. On June 19, 2014, the Office of the United States Trustee for the District of Delaware appointed a statutory committee of unsecured creditors pursuant to section 1102(a)(1) of the Bankruptcy Code [Docket No. 61].

**The asset information provided herein, except as otherwise noted, represents the asset data of the Debtors as of May 31, 2014, and the liability information provided herein, except as otherwise noted, represents the liability data of the Debtors as of June 11, 2014.**

3. **Net Book Value of Assets.** It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate assets for the Debtors to obtain current market valuations for all of their assets. Accordingly, unless otherwise indicated, the Debtors’ Schedules and Statements reflect, as and for the value of their assets, the net book values of the assets as of May 31, 2014, as stated the Debtors’ books and records. Furthermore, as applicable, assets that have fully depreciated or were expensed for accounting purposes do not appear in the Schedules and Statements as they have no net book value. The Debtors reserve their right to amend or adjust the value of each asset or the amount of each liability set forth herein.

4. **Recharacterization.** Notwithstanding the Debtors’ reasonable best efforts to properly characterize, classify, categorize or designate certain Claims, assets, executory contracts, unexpired leases and other items reported in the Schedules and Statements, the Debtors may, nevertheless, have improperly characterized, classified, categorized, designated, or omitted certain items due to the complexity and size of the Debtors’ businesses. Accordingly, the Debtors reserve all of their rights to recharacterize, reclassify, recategorize, redesignate, add or delete items reported in the Schedules and Statements at a later time as is necessary or

appropriate as additional information becomes available, including, without limitation, whether contracts or leases listed herein were deemed executory or unexpired as of the Petition Date and remain executory and unexpired postpetition.

5. **Real Property and Personal Property-Leased.** In the ordinary course of their businesses, the Debtors lease real property and various articles of personal property, including vehicles, fixtures, and equipment, from certain third-party lessors. The Debtors have made reasonable efforts to list all such leases in the Schedules and Statements. The Debtors have made reasonable efforts to include lease payments on Schedule D (secured debt) to the extent applicable and to the extent the lessor filed a UCC-1. However, nothing in the Schedules or Statements is or shall be construed as an admission or determination as to the legal status of any lease (including whether to assume and assign or reject such lease or whether it is a true lease or a financing arrangement), and the Debtors reserve all of their rights with respect to all such issues.
6. **Excluded Assets and Liabilities.** The Debtors have sought to allocate liabilities between the prepetition and post-petition periods based on the information and research conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between the prepetition and post-petition periods may change. Accordingly, the Debtors reserve all of their rights to amend, supplement, or otherwise modify the Schedules and Statements as is necessary or appropriate.

The liabilities listed on the Schedules do not reflect any analysis of Claims under section 503(b)(9) of the Bankruptcy Code. Accordingly, the Debtors reserve all of their rights to dispute or challenge the validity of any asserted Claims under section 503(b)(9) of the Bankruptcy Code or the characterization of the structure of any such transaction or any document or instrument related to any creditor's Claim.

The Debtors have excluded certain categories of assets, tax accruals, and liabilities from the Schedules and Statements. The Debtors also have excluded rejection damage Claims of counterparties to executory contracts and unexpired leases that may be rejected, to the extent such damage Claims exist. In addition, certain immaterial assets and liabilities may have been excluded.

7. **Insiders.** Solely, for purposes of the Schedules and Statements, the Debtors define "insiders" to include the following: (a) directors; (b) equity holders holding in excess of 5% of the voting securities the Debtor entities; (c) Debtor/non-Debtor affiliates; and (d) relatives of any of the foregoing (to the extent known by the Debtors). Persons listed as "insiders" in the Schedules and Statements have been included for informational purposes only and by including them in the Schedules and Statements, shall not constitute an admission that those persons are insiders for purposes of section 101(31) of the Bankruptcy Code. Moreover, the Debtors do not take any position with respect to: (a) such person's influence over the control of the Debtors; (b) the management responsibilities or functions of such person; (c) the decision-making or corporate authority of such person; or (d) whether the Debtors or such person could successfully argue that such person is not an "insider" under applicable law,

including the federal securities laws, or with respect to any theories of liability or for any other purpose.

**8. Intellectual Property Rights.** Exclusion of certain intellectual property shall not be construed as an admission that such intellectual property rights have been abandoned, terminated, assigned, expired by their terms, or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been abandoned, terminated, assigned, expired by their terms, or otherwise transferred pursuant to a sale, acquisition, or other transaction.

In addition, although the Debtors have made diligent efforts to attribute intellectual property to the rightful Debtor entity, in certain instances, intellectual property owned by one Debtor may, in fact, be owned by another Debtor or by an affiliate. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all such intellectual property rights.

**9. Executory Contracts and Unexpired Leases.** Although the Debtors made diligent attempts to attribute an executory contract to its rightful Debtor, in certain instances, the Debtors may have inadvertently failed to do so due to the complexity and size of the Debtors' businesses. Accordingly, the Debtors reserve all of their rights with respect to the named parties of any and all executory contracts, including the right to amend Schedule G.

Moreover, the Debtors have not necessarily set forth executory contracts and unexpired leases as assets in the Schedules and Statements, even though these contracts and leases may have some value to the Debtors' estates. The Debtors' executory contracts and unexpired leases have been set forth in Schedule G. The Debtors' rejection of executory contracts and unexpired leases may result in the assertion of rejection damage claims; the Schedules and Statements do not reflect any claims for rejection damages. The Debtors reserve the right to make any arguments and objections with respect to the assertion of any such claims.

**10. Materialman's/Mechanic's Liens.** The assets listed in the Schedules and Statements are presented without consideration of any materialman's or mechanic's liens.

**11. Classifications.** Listing a Claim or contract on (a) Schedule D as "secured," (b) Schedule E as "priority," (c) Schedule F as "unsecured," or (d) on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors of the legal rights of the Claimant or a waiver of the Debtors' rights to recharacterize or reclassify such Claims or contracts or to a setoff of such Claims.

**12. Claims Description.** Schedules D, E, and F permit each Debtor to designate a Claim as "disputed," "contingent," and/or "unliquidated." Any failure to designate a Claim on a given Debtor's Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by that Debtor that such amount is not "disputed," "contingent," or "unliquidated," or that such Claim is not subject to objection. The Debtors reserve all of their rights to dispute, or assert offsets or defenses to, any Claim reflected on their respective Schedules and Statements on any grounds, including liability or classification. Additionally,

the Debtors expressly reserve all of their rights to subsequently designate such Claims as “disputed,” “contingent,” or “unliquidated.” Moreover, listing a Claim does not constitute an admission of liability by the Debtors.

**13. Causes of Action.** Despite their reasonable best efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes of action against third-parties as assets in the Schedules and Statements, including, without limitation, causes of actions arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. The Debtors reserve all of their rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross-Claim, counter-Claim, or recoupment and any Claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law, or in equity, or pursuant to any other theory of law (collectively, “Causes of Action”) they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any Claims or Causes of Action or in any way prejudice or impair the assertion of such Claims or Causes of Action. Without limiting the generality of the foregoing, the Debtors reserve the right to amend or supplement the information contained in the Schedules and Statements regarding potential Causes of Action of the Debtors against affiliates and other past or present insiders of the Debtors.

**14. Summary of Significant Reporting Policies.** The following is a summary of significant reporting policies:

- a. Undetermined Amounts. The description of an amount as “unknown,” “TBD” or “undetermined” is not intended to reflect upon the materiality of such amount.
- b. Totals. All totals that are included in the Schedules and Statements represent totals of all known amounts. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total.
- c. Liens. Property and equipment listed in the Schedules and Statements are presented without consideration of any liens that may attach (or have attached) to such property and equipment.

**15. Estimates and Assumptions.** Because of the timing of the filings, management was required to make certain estimates and assumptions that affected the reported amounts of these assets and liabilities. Actual results could differ from those estimates, perhaps materially. The Debtors reserve all rights to amend the reported amounts of assets and liabilities to reflect changes in those estimates or assumptions.

**16. Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.

**17. Intercompany.** The net balance of intercompany transactions between the Debtors, if any, is set forth on Schedule F and Schedule B16, as applicable. Intercompany transfers between Debtors or non-Debtor affiliates are not captured on Statement 3(c). The listing in the Schedules or Statements (including, without limitation, Schedule B or Schedule F) by the Debtors of any obligation between a Debtor and another Debtor or between a Debtor and a non-Debtor affiliate is a statement of what appears in the Debtors' books and records and does not reflect any admission or conclusion of the Debtors regarding whether such amount would be allowed as a Claim or how such obligations may be classified and/or characterized in a plan of reorganization or by the Bankruptcy Court. The Debtors reserve all rights with respect to such obligations.

**18. Setoffs.** The Debtors incur certain offsets and other similar rights during the ordinary course of business. Offsets in the ordinary course can result from various items, including, without limitation, intercompany transactions, pricing discrepancies, returns, refunds, warranties, debit memos, credits, and other disputes between the Debtors and their suppliers and/or customers. These offsets and other similar rights are consistent with the ordinary course of business in the Debtors' industry and are not tracked separately. Therefore, although such offsets and other similar rights may have been accounted for when certain amounts were included in the Schedules, offsets are not independently accounted for, and as such, are or may be excluded from the Debtors' Schedules and Statements.

**19. Employee Addresses.** Employee addresses have been removed from entries listed on Schedules E, F and G, as applicable. These addresses are available upon request of the Office of the United States Trustee and the Bankruptcy Court.

**20. Global Notes Control.** In the event that the Schedules and Statements differ from these Global Notes, the Global Notes shall control.

#### **Specific Disclosures with Respect to the Debtors' Schedules**

**Schedule B.** All values set forth in Schedule B reflect the book value of the Debtors' assets as of May 31, 2014 unless otherwise noted below.

**Schedule B2.** Cash values held in financial accounts are listed on Schedule B2 as of June 11, 2014. Details with respect to the Debtors' cash management system and bank accounts are provided in the *Debtors' Motion for Order Authorizing (A) Continued Use of Cash Management System; (B) Maintenance of Existing Bank Accounts; (C) Continued Use of Existing Business Forms; (D) Continued Performance of Intercompany Transactions in the Ordinary Course of Business; and (E) Limited Waiver of Section 345(b) Deposit and Investment Requirements* [Docket No. 41]. Subsequent to the Petition Date, cash listed in the Law Offices of M. Khoudagoulian Attorney Client Trust account was transferred to and deposited in a new debtor in possession bank account.

**Schedule B3.** The Bankruptcy Court, pursuant to the *Debtors' Motion for Interim and Final Orders, Pursuant to Sections 105(a) and 366 of the Bankruptcy Code, (A) Prohibiting Utilities from Altering, Refusing or Discontinuing Services to, or*

*Discriminating Against, the Debtors on Account of Prepetition Invoices; (B) Determining Adequate Assurance of Payment for Future Performance; and (C) Establishing Procedures for Resolving Requests for Additional Adequate Assurance of Payment* [Docket No. 36], has authorized the Debtors to provide adequate assurance of payment for future utility services, including a deposit in the amount of \$24,000. Such deposit is not listed on Schedule B3, which was prepared as of the Petition Date.

**Schedule B9.** The Debtors maintain certain insurance policies. Additional information regarding the insurance policies listed on Schedule B9 is available in the *Debtors' Motion for an Order Authorizing the Debtors to (A) Continue and Renew Their Property, Casualty, Liability, and Other Insurance Policies and Agreements, (B) Continue Their Workers' Compensation Plan, and (C) Honor All Obligations in Respect Thereof* [Docket No. 38].

**Schedules B13 and B14.** Ownership interests in subsidiaries, partnerships, and joint ventures have been listed in Schedules B13 and B14 as an undetermined amount on account of the fact that the fair market value of such ownership is dependent on numerous variables and factors and may differ significantly from their net book value.

**Schedule B16.** Accounts receivable is net of allowance for doubtful accounts, but may not be reserved for all doubtful accounts. Schedule B16 includes intercompany receivables, which are accounting allocations performed as part of the Debtors' centralized cash management system.

**Schedules B18 and B21.** The Debtors' failure to list any contingent and/or unliquidated claim held by the Debtors, including any claim may be held against an affiliate or other insider of the Debtors, in response to this question shall not constitute a waiver, release, relinquishment, or forfeiture of such claim.

**Schedule B21.** In the ordinary course of their businesses, the Debtors may have accrued, or may subsequently accrue, certain rights to counter-Claims, setoffs, refunds, or potential warranty Claims against their suppliers. Additionally, certain of the Debtors may be a party to pending litigation in which the Debtors have asserted, or may assert, Claims as a plaintiff or counter-Claims as a defendant. Because such Claims are unknown to the Debtors and not quantifiable as of the Petition Date, they are not listed on Schedule B21.

**Schedule B22.** Patents, Trademarks, and other Intellectual Property listed in Schedules B22 as an undetermined amount on account of the fact that the fair market value of such ownership is dependent on numerous variables and factors and may differ significantly from their net book value. Nothing herein or in the Schedules and Statements shall be construed as an admission or acknowledgment by the Debtors that any particular intellectual property is not transferable either pursuant to its terms or pursuant to provisions of the Bankruptcy Code or has no market value, and the Debtors reserve all rights with respect to any such issues. In addition, while reasonable efforts have been made by the Debtors to list the intellectual property held by the applicable Debtors, given the size and complexity of the Debtors' businesses, it was not possible for the Debtors to

complete their evaluation of which, Debtor owns or has an interest in intellectual property of the Debtors; the Debtors reserve the right, if appropriate, to amend the Schedules to restate the intellectual property interests of each Debtor.

**Schedule B30.** Inventory listed for each Debtor is based upon the Debtors' review of invoices and purchase orders for inventory purchased by the Debtors, notwithstanding the fact that all inventory purchases of the Debtors were paid for by payments made by Debtor Natrol, Inc.

**Schedule D.** The Claims listed on Schedule D arose or were incurred on various dates; a determination of the date upon which each Claim arose or was incurred would be unduly burdensome and cost prohibitive. Accordingly, not all such dates are included for each Claim. All Claims listed on Schedule D, however, appear to have arisen or been incurred before the Petition Date.

Except as otherwise agreed and provided by order of the Bankruptcy Court, the Debtors reserve their rights to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset of a secured creditor listed on Schedule D of any Debtor. Moreover, although the Debtors have scheduled Claims of various creditors as secured Claims, the Debtors reserve all of their rights to dispute or challenge the secured nature of any such creditor's Claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's Claim. The descriptions provided on Schedule D are solely intended to be a summary—and not an admission—of liability.

Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of liens. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements. Except as specifically stated on Schedule D, real property lessors, utility companies, and other parties that may hold security deposits have not been listed on Schedule D. The Debtors reserve all of their rights to amend Schedule D to the extent that the Debtors determine that any Claims associated with such agreements should be reported on Schedule D. Nothing herein shall be construed as an admission by the Debtors of the legal rights of the Claimant or a waiver of the Debtors' rights to recharacterize or reclassify such Claim or contract.

Moreover, the Debtors have not included on Schedule D parties that may believe their Claims are secured through setoff rights or inchoate statutory lien rights. Although there are multiple lenders under the Debtors' prepetition debt facilities, only the administrative agents are listed for purposes of Schedule F.

The amounts outstanding under the Debtors' prepetition secured credit facilities reflect approximate amounts as of the Petition Date.

**Schedule E.** The Bankruptcy Court has authorized the Debtors, in their discretion, to pay certain liabilities that may be entitled to priority under the applicable provisions of the Bankruptcy Code. For example, on June 23, 2014, the Bankruptcy Court entered an *Order Authorizing the*

*Debtors to Pay Certain Prepetition Taxes* [Docket No. 89], authorizing the Debtors to pay or honor certain prepetition obligations owed to taxing authorities. Further, on July 15, 2014, the Bankruptcy Court entered a *Final Order (A) Authorizing the Debtors to Pay Certain Prepetition Claims of Critical Vendors, Shippers and Freight Carriers, and (B) Authorizing Banks and Other Financial Institutions to Honor and Process Related Checks and Transfers* [Docket No. 238] (“Critical Vendor Order”), authorizing the Debtors to pay certain prepetition claims, in their discretion, and the *Final Order Authorizing the Payment of Prepetition (A) Wages, Salaries, and Other Compensation, (B) Reimbursable Employee Expenses, and (C) Employee Medical and Similar Benefits* [Docket No. 239] (the “Final Wage Order”), authorizing the Debtors to pay or honor certain prepetition obligations with respect to employee wages, salaries and other compensation, reimbursable employee expenses and similar benefits. Additionally, on July 16, 2014, the Bankruptcy Court entered an *Order (I) Granting Administrative Expense Priority to All Undisputed Obligations for Goods and Services Ordered Prepetition and Delivered Post-Petition and Satisfy Such Obligations in the Ordinary Course of Business and (II) Granting Related Relief* [Docket No. 264]. To the extent that wage Claims have been paid under the Final Wage Order, such Claims may not be included in Schedule E.

The listing of any claim on Schedule E does not constitute an admission by the Debtors that such claim is entitled to priority treatment under 11 U.S.C. § 507. The Debtors reserve their right to dispute the priority status of any claim on any basis.

**Schedule F.** The Debtors have used reasonable best efforts to report all general unsecured Claims against the Debtors on Schedule F based upon the Debtors’ existing books and records as of the Petition Date.

The Claims listed on Schedule F arose or were incurred on various dates. In certain instances, the date on which a Claim arose is an open issue of fact. Although reasonable efforts have been made to identify the date of incurrence of each Claim, determining the date upon which each Claim on Schedule F was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtors do not list a date for each Claim listed on Schedule F.

Schedule F contains information regarding pending litigation involving the Debtors. The dollar amount of potential Claims associated with any such pending litigation is listed as “undetermined” and marked as contingent, unliquidated, and disputed in the Schedules and Statements. Some of the litigation Claims listed on Schedule F may be subject to subordination pursuant to section 510 of the Bankruptcy Code.

The Debtors expressly incorporate by reference into Schedule F all parties to pending litigation listed in Statement 4(a) of the Debtors’ Statements as contingent, unliquidated, and disputed claims, to the extent not already listed on Schedule F.

Schedule F reflects the prepetition amounts owing to counterparties to executory contracts and unexpired leases. Such prepetition amounts, however, may be paid in connection with the assumption or assumption and assignment of an executory contract or unexpired lease. Additionally, Schedule F does not include potential rejection damage Claims, if any, of the counterparties to executory contracts and unexpired leases that may be rejected.

General unsecured Claims are listed in Schedule F in the amounts owed by the Debtors as of the Petition Date, notwithstanding the fact that certain of such Claims may have been paid, in part, pursuant to the Critical Vendor Order.

**Schedule G.** Although the Debtors' existing books, records and financial systems have been relied upon to identify and schedule executory contracts at each of the Debtors and diligent efforts have been made to ensure the accuracy of each Debtor's Schedule G, inadvertent errors, omissions or over-inclusions may have occurred. Certain information, such as the contact information of the counter-party, may not be included where such information could not be obtained using the Debtors' reasonable efforts. Listing a contract or agreement on Schedule G does not constitute an admission that such contract or agreement is an executory contract or unexpired lease or that such contract or agreement was in effect on the Petition Date or is valid or enforceable. The Debtors hereby reserve all of their rights to dispute the validity, status or enforceability of any contracts, agreements or leases set forth on Schedule G and to amend or supplement Schedule G as necessary. Certain of the leases and contracts listed on Schedule G may contain certain renewal options, guarantees of payment, indemnifications, options to purchase, rights of first refusal and other miscellaneous rights. Such rights, powers, duties and obligations are not set forth separately on Schedule G.

Certain confidentiality and non-disclosure agreements may not be listed on Schedule G. The Debtors reserve all of their rights with respect to such agreements.

Certain of the contracts and agreements listed on Schedule G may consist of several parts, including, purchase orders, amendments, restatements, waivers, letters and other documents that may not be listed on Schedule G or that may be listed as a single entry. The Debtors expressly reserve their rights to challenge whether such related materials constitute an executory contract, a single contract or agreement or multiple, severable or separate contracts.

The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda and other documents, instruments, and agreements that may not be listed therein despite the Debtors' use of reasonable efforts to identify such documents. Further, unless otherwise specified on Schedule G, each executory contract or unexpired lease listed thereon shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is listed thereon.

The Debtors reserve all of their rights, Claims and causes of action with respect to the contracts on Schedule G, including the right to dispute or challenge the characterization of the structure of any transaction or any document or instrument related to a creditor's Claim.

Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. The Debtors' rights under the Bankruptcy Code with respect to any such omitted contracts or agreements are

not impaired by the omission. Schedule G may be amended at any time to add any omitted contract, agreement or lease.

Although there are multiple lenders under the Debtors' prepetition debt facilities, only the administrative agents have been listed for purposes of Schedule G.

The listing of any contract on Schedule G does not constitute an admission by the Debtors as to the validity of any such contract or that such contract is an executory contract or unexpired lease. The Debtors reserve all of their rights to dispute the effectiveness of any such contract listed on Schedule G or to amend Schedule G at any time to remove any contract.

**Schedule H.** For purposes of Schedule H, the Debtors that are either the principal obligors or guarantors under the prepetition debt facilities are listed as Co-Debtors on Schedule H. The Debtors may not have identified certain guarantees associated with the Debtors' executory contracts, unexpired leases, secured financings, debt instruments and other such agreements. The Debtors reserve all of their rights to amend the Schedules to the extent that additional guarantees are identified or such guarantees are discovered to have expired or be unenforceable.

Although there are multiple lenders under the Debtors' prepetition debt facilities, only the administrative agents have been listed for purposes of Schedule H.

In the ordinary course of their businesses, the Debtors may be involved in pending or threatened litigation. These matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-Claims and counter-Claims against other parties. Because all such Claims are contingent, disputed, or unliquidated, such Claims have not been set forth individually on Schedule H. Litigation matters can be found on each Debtor's Schedule F and Statement 4a, as applicable.

#### **Specific Disclosures with Respect to the Debtors' Statements**

**Statement 1.** In the normal course of business, debtors have reported income on a consolidated basis, and as such, amounts in Statement 1 are income attributed to the particular Debtor's product lines and markets within which it operates. The Debtors' consolidated gross revenues for the two preceding calendar years and year-to-date 2014 were:

Amount	Source
\$89,635,516.56	FY 2012 (1/1/2012 TO 12/31/2012)
\$94,784,694.82	FY 2013 (1/1/2013 TO 12/31/2013)
\$41,841,560.25	YTD 2014 (1/1/2014 TO 5/31/2014)

**Statement 3B.** Statement 3b includes any disbursement or other transfer made by the Debtors except for those made to employees pursuant to Final Wage Order. All disbursements listed on Statement 3b are made through the Debtors' cash management system. Additionally, all

disbursement information reported in Statement 3b for a specific Debtor pertains to the bank accounts maintained by that respective Debtor.

**Statement 3C.** The Debtors have included all consulting and payroll distributions and aggregate travel, entertainment, and other expense reimbursements, aggregated by date, made over the twelve months preceding the Petition Date to any individual that may be deemed an “Insider” (as defined in section 101(31) of the Bankruptcy Code) when the Debtors have either made or been charged for such payments. To the extent that former officers did not qualify as Insiders at the time of the transfer, such benefits and payments are not included in the Schedules and Statements. To the extent that such benefits and payments were provided pursuant to a written agreement, such agreement is included in Schedule G. To the extent that a current or former employee is an Insider, such employee received payment pursuant to the terms of his or her employment agreement and/or severance agreement with the Debtors and such payments are listed in the aggregate for current and former employees in response to Statement 3c. The listing of a party as an Insider in the Schedules and Statements, however, is not intended to be, nor shall be, construed as a legal characterization or determination of such party as an actual insider and does not act as an admission of any fact, claim, right or defense, and all such rights, claims, and defenses are hereby expressly reserved. The Debtors also include sales of products to Plethico Pharmaceuticals Ltd. sold on a receivable basis. Additionally, the gross salary paid to Mesrop Khoudagoulian on the April 11, 2014 bi-weekly payroll included an adjustment of one additional week of pay that should have been accounted in his initial gross payroll paid on March 28, 2014.

**Statement 4A.** Information provided in Statement 4a includes only those legal disputes and administrative proceedings that are formally recognized by an administrative, judicial or other adjudicative forum. Additionally, any information contained in Statement 4a shall not be a binding representation of the Debtors’ liabilities with respect to any of the suits and proceedings identified therein.

Due to the existence of a non-disclosure agreement, certain information relating to litigation has not been included in Statement 4a.

**Statement 5.** Statement 5 excludes goods returned in the ordinary course of business.

**Statement 8.** The Debtors occasionally incur losses for a variety of reasons, including theft and property damage. The Debtors, however, may not have records of all such losses as to the extent such losses do not have a material impact on the Debtors’ businesses or are not reported for insurance purposes.

**Statement 9.** Certain of the payments listed in Statement 9 was paid on behalf of the Debtor by Ableco Finance LLC, an affiliated fund of Cerberus Capital Management, LP pursuant to prepetition credit agreement dated March 5, 2013.

**Statement 19D.** The Debtors have provided financial statements in the ordinary course of their businesses to numerous financial institutions, creditors, and other parties within two years immediately before the Petition Date. Considering the number of such recipients and the possibility that such information may have been shared with parties without the Debtors’

knowledge or consent, the Debtors have not disclosed any parties that may have received such financial statements for the purposes of Statement 19d.

**Schedule B20.** Inventory listed for each Debtor is based upon the Debtors' review of invoices and purchase orders for inventory purchased by the Debtors, notwithstanding the fact that all inventory purchases of the Debtors were paid for by payments made by Debtor Natrol, Inc.

**Statement 23.** Unless otherwise indicated in a Debtor's specific response to Statement 23, the Debtors have included a comprehensive response to Statement 23 in Statement 3c. #

#

**UNITED STATES BANKRUPTCY COURT**  
**District of Delaware**

In re: NATROL, INC.

Debtor

Case No. 14-11446Chapter 11

**SUMMARY OF AMENDED SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	NO				
B - Personal Property	NO				
C - Property Claimed as Exempt	NO				
D - Creditors Holding Secured Claims	NO				
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	NO				
F - Creditors Holding Unsecured Nonpriority Claims	NO				
G - Executory Contracts and Unexpired Leases	YES	25			
H - Codebtors	NO				
I - Current Income of Individual Debtor(s)	NO				
J - Current Expenditures of Individual Debtor(s)	NO				
		25	\$83,932,462.44	\$87,174,387.02	

**AMENDED**In re: NATROL, INC.

Debtor

Case No. 14-11446

(if known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
4 SIGHT MARKETING, INC. 3905 TAMPA ROAD, #2606 OLDSMAR, FL 34677	REPRESENTATIVE AGREEMENT DATED 10/01/12
ABELSON HERRON HALPERN 333 SOUTH GRAND AVE SUITE 1550 LOS ANGELES, CA 90071	SERVICE CONTRACT
ACOSTA SALES AND MARKETING 500 WATERS EDGE OAK CREEK CENTER LOMBARD, IL 60148	REPRESENTATIVE AGREEMENT DATED 10/04/00
ACOSTA SALES AND MARKETING LAKE WILLIAMS CORPORATE CENTER 130 LIZOTTE DRIVE MARLBOROUGH, MA 01752	REPRESENTATIVE AGREEMENT DATED 8/01/01
ACTIVE MEDIA SERVICES DBA ACTIVE INTERNATIONAL ONE BLUE HILL PLAZA PEARL RIVER, NY 10965	TRADE AGREEMENT
ADAM NUTRITION 11010 HOPKINS ST MIRA LOMA, CA 91752	INDEMNITY AGREEMENT DATED 10/05/12
ADELAIDE EXPORT LLP ATTN: AMIT GOSWAMI LENINSKY PROSPECT 148, FLAT NO. 188 MOSCOW 119571 RUSSIA	CONSULTING SERVICES AGREEMENT DATED 3/01/13
ADELAIDE EXPORT LLP (AMIT GOSWAMI) LENINSKY PROSPECT 148, FLAT NO. 188 MOSCOW, RUSSIA - 119571	CONSULTING SERVICES AGREEMENT
AGROPUR COOPERATIVE 101 ROLAND-THERRIEN BOULEVARD SUITE 600 LONGUEUIL CANADA	SETTLEMENT AND CO-EXISTENCE AGREEMENT DATED 06/11/2009

**AMENDED**In re: NATROL, INC.

Debtor

Case No. 14-11446

(if known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
AGROPUR COOPERATIVE ATTN: VICE PRESIDENT, LEGAL AFFAIRS 101 ROLAND-THERRIEN BOULEVARD SUITE 600 LONGUEUIL CANADA	SETTLEMENT AND CO-EXISTENCE AGREEMENT US REG. NO. 2954201 DATED 06/11/2009
AHEAD AB STORA NYGATAN 15B S-211 37 MALMO SWEDEN	BROKER AGREEMENT DATED 7/01/10
AHEAD AB (SWEDEN) STORA NYGATAN 15B, S-211 37 MALMO, SWEDEN	BROKER/AGENT AGREEMENT DATED 07/01/2010
ALBION LABORATORIES, INC. ATTN: NATHAN D. NELSON, GENERAL COUNSEL 101 NORTH MAIN STREET CLEARFIELD, UT	TRADEMARK AND PATENT NUMBER LICENSE AGREEMENT DATED 08/09/2010
ALZCHEM TROSTBERG GMBH ATTN: J. FUEST CHEMIEPARK TROSTBERG DR.-ALBERT-FRANK-STR. 32 TROSTBERG GERMANY	TRADEMARK LICENSE AGREEMENT DATED 07/11/2007
ALZCHEM TROSTBERG GMBH ATTN: M. AGRUSOW CHEMIEPARK TROSTBERG DR.-ALBERT-FRANK-STR. 32 TROSTBERG GERMANY	TRADEMARK LICENSE AGREEMENT DATED 07/11/2007
<b>ADDITION</b>	
AMARILLO 1 800 W. NINTH AVE. AMARILLO, TX 79101-3206	TRADEMARK/LICENCE/USE CONTRACT
<b>ADDITION</b>	
AMARILLO BIOSCIENCES, INC. 800 W. NINTH AVE. AMARILLO, TX 79101-3206	TRADEMARK/LICENCE/USE CONTRACT
AMAZON.COM INC. 410 TERRY AVENUE NORTH SEATTLE, WA 98109	FIFRA CONTINUING GUARANTY

**AMENDED**In re: NATROL, INC.

Debtor

Case No. 14-11446

(if known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
<b>ADDITION</b>	
AMC CANCER RESEARCH 1600 PIEROSE STREET DENVER, CO 80214	TRADEMARK/LICENCE/USE CONTRACT
<b>ADDITION</b>	
AMC CANCER RESEARCH (W/D-GLUCARATE) 1600 PIEROSE STREET DENVER, CO 80214	TRADEMARK/LICENCE/USE CONTRACT
AMERICAN HERITAGE LANDSCAPE LP 7013 OWENSMOUTH AVE CANOGA PARK, CA 91303	LANDSCAPING CONTRACT DATED 03/01/2009
AMERICAN TELECONFERENCING SERVICES, LTD. DBA PREMIERE GLOBAL SERVICES ("PGI") 3280 PEACHTREE ROAD NW SUITE 1000 ATLANTA, GA 30305-2422	TELECONFERENCING SERVICES AGREEMENT
<b>ADDITION</b>	
AMERISOURCEBERGEN 1300 MORRIS DRIVE CHESTERBROCK, PA 19087	TRADEMARK/LICENCE/USE CONTRACT
AMS MARKETING & SALES 8950 SHORTLINE LANE ELK GROVE, CA 95624	BROKER/AGENT AGREEMENT DATED 01/01/2005
ANDERSON GLOBAL GROUP, LLC 2030 MAIN STREET, SUITE 560 IRVINE, CA 92614	TRADEMARK USE AGREEMENT
APPLIED FOOD SCIENCES, LLC ATTN: ALAN D. ANDREW, PRESIDENT 1120 CAPITAL OF TEXAS HIGHWAY SOUTH BLDG 3, STE 205 AUSTIN, TX	GLUCARATE LICENSE AGREEMENT DATED 03/18/2002
ARAMARK UNIFORM SERVICES 115 N. FIRST STREET BURBANK, CA 91502	SERVICE CONTRACT DATED 01/11/2012
<b>ADDITION</b>	
AWARE PRODUCTS LLC 2215 VINEYARD AVENUE ESCONDIDO, CA 92029	TRADEMARK/LICENCE/USE CONTRACT DATED 12/19/07

**AMENDED**In re: NATROL, INC.

Debtor

Case No. 14-11446

(if known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
BAZAARVOICE, INC. 3900 N. CAPITAL OF TX HWY. SUITE 300 AUSTIN, TX 78746	SERVICE AGREEMENT DATED 10/19/12
<b>ADDITION</b>	
BIOCELL TECHNOLOGY, LLC 719 SWIFT STREET, SUITE 62 SANTA CRUZ, CA 95060	LICENCE/USE CONTRACT DATED 1/12/06
BIOTECH INTERNATIONAL CORPORATION ATTN: GREGORY J. KELLY 107 OAKWOOD DRIVE GLASTONBURY, CT 06033	ASSET PURCHASE AGREEMENT DATED 10/13/06
<b>ADDITION</b>	
BOTANICAL LABORATORIES, INC. (INFORMATION TRANSFER & RELEASE) 1-19-2011 P.O. BOX 701 KALAHEO, HAWAII 96741	LICENCE/USE CONTRACT DATED 6/30/11
BRAND THIRTY-THREE 1304 EL PRADO AVE., #D TORRANCE, CA 90501	GENERAL WORK AGREEMENT DATED 11/27/11
BRIAN ARMSTRONG 21411 PRAIRIE STREET CHATSWORTH, CA 91311	EMPLOYMENT AGREEMENT DATED 4/1/14
<b>ADDITION</b>	
BRONSON NUTRITIONALS 600 E. COURT AVENUE, SUITE A DES MOINES, IA 50309-2021	LICENCE/USE CONTRACT DATED 5/09/05
<b>DELETED</b>	
BULU BOX - BRAND SAMPLING & PROMOTIONS AGR 1320 P STREET, STE 200 LINCOLN, NE 68508	BRAND SAMPLING & PROMOTIONS AGREEMENT DATED 08/02/2014
BURGER, JOHN A. V.M.D. 33209 MAIDEN LANE LAKE ELSINORE, CA	PATENT LICENSE AGREEMENT PATENT NO. 5843919 DATED 01/16/2005
<b>ADDITION</b>	
CAPSUGEL 535 NORTH EMERALD ROAD GREENWOOD, SC 29646	TRADEMARK/LICENCE/USE CONTRACT

**AMENDED**In re: NATROL, INC.

Debtor

Case No. 14-11446

(if known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
<b>ADDITION</b>	
CAPSUGEL (WARNER-LAMBERT) 535 NORTH EMERALD ROAD GREENWOOD, SC 29646	TRADEMARK/LICENCE/USE CONTRACT
<b>ADDITION</b>	
CAPSUGEL (WARNER-LAMBERT) 535 NORTH EMERALD ROAD GREENWOOD, SC 29646	TRADEMARK/LICENCE/USE CONTRACT
CARDO CONSULTING LLC 17518 SPICEWOOD SPRINGS LANE SPRING, TX 77379	REPRESENTATIVE AGREEMENT DATED 1/21/13
CAROLWOOD CORPORATION ATTN: JOHN TURNER 305 THIRD STREET GREENVILLE, PA	TRADEMARK LICENSE AGREEMENT DATED 01/01/2000
CDZ SALES INC. 3601 PALM HARBOR BLVD. PALM HARBOR, FL 34683	BROKER/AGENT AGREEMENT DATED 05/01/2008
CDZ SALES, INC. 3601 PALM HARBOR BLVD. PALM HARBOR, FL 34683	REPRESENTATIVE AGREEMENT DATED 7/01/08
CENDROWSKI CORPORATE ADVISORS 180 N. LASALLE ST. STE 2620 CHICAGO, IL 60601	PROFESSIONAL SERVICE AGREEMENT DATED 02/24/2014
<b>ADDITION</b>	
COGNIS CORPORATION 3401 W. 37TH STREET HOBART, IN 46342	TRADEMARK/LICENCE/USE CONTRACT DATED 2/04/08
COGNIS CORPORATION ATTN: VICE PRESIDENT 5051 ESTECREEK DRIVE CINCINNATI, OH	TRADEMARK LICENSE AGREEMENT DATED 03/07/2008
COGNIS CORPORATION ATTN: VICE PRESIDENT 5051 ESTECREEK DRIVE CINCINNATI, OH	TRADEMARK LICENSE AGREEMENT DATED 04/10/2008
COGNITIVE CARE, INC. 800 EL CAMINO REAL STE 180 MOUNTAIN VIEW, CA	LICENSING AGREEMENT DATED 12/27/2005

**AMENDED**In re: NATROL, INC.

Debtor

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(if known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
COGNITIVE CARE, INC. ATTN: JOSH REYNOLDS, PRESIDENT 800 EL CAMINO REAL STE 180 MOUNTAIN VIEW, CA	TERM SHEET DATED 11/13/2002
<b>ADDITION</b>	
COMPOUND SOLUTIONS 33453 WESTERN AVENUE UNION CITY, CA 94587	TRADEMARK/LICENCE/USE CONTRACT (CARNOSYN BETA-ALANINE) DATED 8/13/08
COMPOUND SOLUTIONS INC. 2215 VINEYARD AVENUE ESCONDIDO, CA 92029	SUPPLIER AGREEMENT DATED 12/19/07
COMPOUND SOLUTIONS INC. ATTN: BARRY D. TITLOW, CHIEF EXECUTIVE OFFICER 2215 VINEYARD AVENUE ESCONDIDO, CA	LICENSE AGREEMENT DATED 12/19/2007
CVS PHARMACY, INC. OFFICE OF ETHICS AND BUSINESS CONDUCT ONE CVS DRIVE WOONSOCKET, RI 02895	SUPPLIER AGREEMENT DATED 11/01/04
CW3PR ATTN: CHARLEY WALTERS, CEO 901 HANCOCK AVE. #312 WEST HOLLYWOOD, CA 90069	CONSULTING AGREEMENT DATED 1/02/13
DAIICHI FINE CHEMICALS, INC. ATTN: TIMOTHY W. JACOBSON 820 FOREST EDGE DRIVE VERNON HILLS, IL	TRADEMARK CROSS-LICENSE AGREEMENT DATED 09/10/2003
DFW/ALL SEASONS BROKERAGE ATTN: BRUCE HUCKINS 9292 HUNTINGTON SQUARE NORTH RICHLAND HILLS, TX 76182	BROKER AGREEMENT DATED 12/01/11
DIJULIO LAW GROU 330 N. BRAND BLVD.,STE 702 GLENDALE, CA 91203	PROFESSIONAL SERVICE AGREEMENT DATED 02/21/2014
DORSEY & WHITNE 50 SOUTH SIXTH STREET MINNEAPOLIS, MN 55402	PROFESSIONAL SERVICE AGREEMENT

**AMENDED**In re: NATROL, INC.

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Case No. 14-11446

(if known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
DSM NUTRITIONAL PRODUCTS, INC ATTN: AMY CONE, DIRECTOR MARKETING 600 E. COURT AVE SUITE A DES MOINES, IA	TRADEMARK LICENSE AGREEMENT DATED 05/03/2010
ECLIPSE SALES LLC D/B/A CONCEPT SALES 100042 WOLF ROAD, SUITE D GRASS VALLEY, CA 95949	REPRESENTATIVE AGREEMENT DATED 1/01/09
ECLIPSE SALES LLC DBA CONCEPT SALES 915 W. JEFFERSON ST. BOISE, ID 83702	BROKER/AGENT AGREEMENT DATED 05/01/2009
ELIAS SHAKER SALES 766 ALGONQUIN ROAD ARLINGTON HEIGHTS, IL 60005	REPRESENTATIVE AGREEMENT DATED 7/01/09
EMBRIA HEALTH SCIENCES, LLC ATTN: PAUL R. FAGAREL, PRESIDENT 2105 SE CREEKVIEW DRIVE P.O. BOX #559 ANKENY, IA	TRADEMARK LICENSE AGREEMENT DATED 08/20/2009
EMBRIA HEALTH SCIENCES, LLC ATTN: PAUL R. FAGAREL, PRESIDENT 2105 SE CREEKVIEW DRIVE P.O. BOX #559 ANKENY, IA	TRADEMARK LICENSE AGREEMENT POLICY NUMBER 35846400DMO DATED 08/20/2009
ERP INTEGRATED SOLUTIONS, INC 3423 KAREN AVE. LONG BEACH, CA 90808	SERVICE CONTRACT DATED 06/01/2009
ESSENTIALLY PURE INGREDIENTS 21411 PRAIRIE ST. CHATSWORTH, CA 91311	SUPPLIER'S WARRANTY DATED 2/14/02
EUROMOTORS WEST/THE AUTO GALLERY 21301 VENTURA BLVD WOODLAND HILLS, CA 91364	VEHICLE LEASE DATED 1/10/14
EUROPA SPORTS PRODUCTS, INC. 11401 GRANITE ST. CHARLOTTE, NC 28273	INDEMNITY AGREEMENT DATED 7/09/09
EURPAC WAREHOUSE SALES 1421 DIAMOND SPRINGS RD. VIRGINIA BEACH, VA 23455	BROKER/AGENT AGREEMENT DATED 04/01/2012

**AMENDED**In re: NATROL, INC.

Debtor

Case No. 14-11446

(if known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
<b>ADDITION</b>	
FHU GUBEX JAROSLAW GUBALA 101 NORTH MAIN STREET CLEARFIELD, UT 84015	LICENSE OF CERTAIN PROLAB RIGHTS 10/27/2009 DATED 8/09/10
<b>ADDITION</b>	
GARDEN STATE NUTRITIONALS 800 EL CAMINO REAL, SUITE 180 MOUNTAIN VIEW, CA	LICENCE/USE CONTRACT DATED 12/27/05
GATEWAY HEALTH ALLIANCES, INC ATTN: SHIL C. KOTHARI 4749 MANGELS BOULEVARD FAIRFIELD, CA	LICENSE AGREEMENT DATED 11/15/2011
GATEWAY HEALTH ALLIANCES, INC. ATTN: SHIL C. KOTHARI 4749 MANGELS BOULEVARD FAIRFIELD, CA	LICENSE AGREEMENT DATED 12/28/2011
GENCOR NUTRIENTS INC. 920, EAST ORANGETHORPE AVENUE SUITE B ANAHEIM, CA 92801	INDEMNITY AGREEMENT DATED 8/02/12
GENERAL NUTRITION CORP. DBA NUTRA MANUFACTURING 1050 WOODRUFF ROAD GREENVILLE, SC 29607	SUPPLY CONTRACT DATED 03/01/2011
GENIUS CENTRAL SYSTEMS, INC. 6230 UNIVERSITY PKWY, SUITE 301 SARASOTA, FL 34240	SALES AGREEMENT DATED 5/01/14
GENIUS CENTRAL SYSTEMS, INC. (WAS LIVING NATURALLY) 6230 UNIVERSITY PARKWAY SUITE 301 SARASOTA, FL 34240	SALES SERVICES AGREEMENT
GENZYME CORPORATION ATTN: GEOFFREY COX, SENIOR VP OPERATIONS & PHARMACEUTICALS ONE KENDALL SQUARE CAMBRIDGE, MA	TRADEMARK LICENSE AGREEMENT DATED 06/14/1996
GENZYME CORPORATION ATTN: GEOFFREY COX, SENIOR VP OPERATIONS & PHARMACEUTICALS ONE KENDALL SQUARE CAMBRIDGE, MA	TRADEMARK LICENSE AGREEMENT DATED 07/30/1996

**AMENDED**In re: NATROL, INC.

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Case No. 14-11446

(if known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
GEROLYMATOS INC ATTN: VASILIOS THEOFANOPoulos, MANAGING DIRECTOR 1160 FIFTH AVE SUITE 106 NEW YORK, NY	LICENSE AGREEMENT DATED 10/28/2008
<b>ADDITION</b>	
GEROLYMATOS INC. 2660 WILLAMETTE DRIVE NE LACEY, WA 98516	TRADEMARK/LICENCE/USE CONTRACT DATED 1/31/05
GEROLYMATOS INC. ATTN: VASILIOS THEOFANOPoulos, MANAGING DIRECTOR 1160 FIFTH AVE SUITE 106 NEW YORK, NY	LICENSE AND SUPPLY AGREEMENT DATED 10/28/2008
<b>ADDITION</b>	
GLANBIA 100 E. JERICHO TURNPIKE MINEOLOA, N.Y. 11501	LICENCE/USE CONTRACT DATED 9/29/08
<b>ADDITION</b>	
GO HEALTHY NOW 860 LAKEMOUNT DRIVE LOUISVILLE, TN 37777	LICENCE/USE CONTRACT DATED 9/24/08
GOUDREAU GAGE DUBUC CHANTAL DESJARDINS, ESQ 2000 MCGILL COLLEGE AVENUE SUITE 2200 MONTREAL CANADA	SETTLEMENT AND CO-EXISTENCE AGREEMENT DATED 06/11/2009
<b>ADDITION</b>	
GUGULIPID/SABINSA CORPORATION 121 ETHEL ROAD WEST UNIT 6 PISCATAWAY, NJ 08854	TRADEMARK/LICENCE/USE CONTRACT
GUISE & ASSOCIATES 6110 SW ARTIC DR. BEAVERTON, OR 97005	BROKER/AGENT AGREEMENT DATED 10/01/2012
GUISE & ASSOCIATES ATTN: GARY GUISE 6110 SW ARCTIC DRIVE BEAVERTON, OR 97005	REPRESENTATIVE AGREEMENT DATED 5/01/05

**AMENDED**

In re: NATROL, INC.

Debtor

Case No. 14-11446

(if known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
HARMONY FOODS CORPORATION DBA SANTA CRUZ NUTRITIONALS 2200 DELAWARE AVENUE SANTA CRUZ, CA 95060	INDEMNITY AGREEMENT DATED 2/21/12
HOLLAND & KNIGHT LLP THOMAS W. BROOKE, ESQ. 2099 PENNSYLVANIA AVENUE NW SUITE 100 WASHINGTON, DC	SETTLEMENT AND CO-EXISTENCE AGREEMENT DATED 06/11/2009
<b>ADDITION</b>	
HUMANETICS 600 THIRD AVENUE, 19TH FLOOR NEW YORK, N.Y. 10016	LICENCE/USE CONTRACT DATED 12/08/05
IBM CREDIT LLC 6303 BARFIELD ROAD ATLANTA, GA 30328	VALUEPLAN LEASE AGREEMENT DATED 10/21/13
IMAGENETIC, INC. ATTN: WILLIAM P. SPENCER 16935 W. BERNARDO DRIVE STE 101 SAN DIEGO, CA	EXCLUSIVE LICENSE AND DISTRIBUTION AGREEMENT EDM 12-21-99 DATED 01/05/2000
INDIANA BOTANIC GARDENS, INC. ATTN: TAMARA CLELAND, V.P. OF PURCHASING 3401 W. 37TH ST HOBART, IN	TRADEMARK LICENSE AGREEMENT DATED 02/04/2008
INLIFE BUSINESS DEVELOPMENT GROUP, LLC 26435 SE 276TH STREET RAVENDALE, WA 98051	SALES REPRESENTATION AGREEMENT DATED 5/19/09
INLIFE BUSINESS DEVELOPMENT GROUP, LLC 26435 SE 276TH STREET RAVENDALE, WA 98051	BROKER/AGENT AGREEMENT DATED 05/01/2014
INTER-CAL NUTRACEUTICALS ATTN: MICHELLE R. HARBISON, VICE PRESIDENT 6735 INTER-CAL WAY PRESCOTT, AZ	MANUFACTURER/MARKETER AGREEMENT DATED 03/12/2002
<b>ADDITION</b>	
INTER-CAL NUTRACEUTICALS (ESTER-C) 1300 MORRIS DRIVE CHESTERBROOK, PA 19087	TRADEMARK/LICENCE/USE CONTRACT DATED 1/05/05
INTERHEALTH NUTRACEUTICALS INC 5451 INDUSTRIAL WAY BENICIA, CA 94510	CINTRIMAX TRADEMARK LICENSING AGREEMENT - ADDENDUM A DATED 05/24/1994

**AMENDED**

In re: NATROL, INC.

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(if known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
INTERHEALTH NUTRACEUTICALS INC 5451 INDUSTRIAL WAY BENICIA, CA 94510	CINTRIMAX TRADEMARK LICENSING AGREEMENT DATED 05/24/1994
INTERHEALTH NUTRITIONALS INC. ATTN: GARY TROXEZ, EXECUTIVE VICE PRESIDENT 5451 INDUSTRIAL WAY BENICIA, CA	LICENSING AGREEMENT DATED 01/03/2002
INTREPID INVESTMENT BANKERS LLC 11755 WILSHIRE BLVD SUITE 2200 LOS ANGELES, CA 90025	PROFESSIONAL SERVICE AGREEMENT
INTREPID INVESTMENT BANKERS LLC 11755 WILSHIRE BLVD., SUITE 2200 LOS ANGELES, CA 90025	ENGAGEMENT AGREEMENT DATED 1/14/14
<b>ADDITION</b>	
JAMES ELLIS 8010 WHEATLAND AVENUE, UNIT 1 SUN VALLEY, CA 91392	LICENCE/USE CONTRACT DATED 3/02/11
JENIA KHUDAGULYAN 21411 PRAIRIE STREET CHATSWORTH, CA 91311	EMPLOYMENT AGREEMENT DATED 1/1/09
JNJ BUILDING CARE - (WAS ACE MAINTENANCE) 6612 RANDIWOOD LANE WEST HILLS, CA 91307	SERVICE CONTRACT DATED 05/01/2007
<b>ADDITION</b>	
JOHN A. BURGER, V.M.D. 2931 E. LA JOLLA STREET ANAHEIM, CA 92806	HIBERNIA NUTRITION ROYALTY AGREEMENT DATED 4/28/05
KC ENTERPRISES, INC. ATTN: KYLE CLARK 4718 S CENTINELA AVE, #13 LOS ANGELES, CA 90066	REPRESENTATIVE AGREEMENT DATED 6/13/13
KEHE DISTRIBUTORS LLC 1245 E. DIEHL RD. SUITE 200 NAPERVILLE, IL 60563	HOLD HARMLESS AGREEMENT & GUARANTEE/WARRANTY OF PRODUCT DATED 3/01/11
<b>ADDITION</b>	
KEMIN HEALTH, I.C. 8 HENDERSON DRIVE WEST CALDWELL, N.J. 7006	LICENCE/USE CONTRACT DATED 12/09/05

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**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
KEMIN HEALTH, LC 600 E. COURT AVE SUITE A DES MOINES, IA	LICENSE AGREEMENT DATED 05/09/2005
KEMIN HEALTH, LC ATTN: AMY CONE, DIRECTOR MARKETING 600 E. COURT AVE SUITE A DES MOINES, IA	LICENSE AGREEMENT DATED 05/09/2005
KEMIN INDUSTRIES, INC ATTN: ANDREW MARTIN, VICE PRESIDENT 600 E. COURT AVE SUITE A DES MOINES, IA	TRADEMARK LICENSE AGREEMENT DATED 05/03/2010
KEMIN INDUSTRIES, INC. ATTN: ANDREW MARTIN, VICE PRESIDENT 600 E. COURT AVE SUITE A	TRADEMARK LICENSE AGREEMENT DATED 05/04/2010
KIRK BAUSCH INC. 26 AVANZARE IRVINE, CA 92606	CONSULTING SERVICES AGREEMENT DATED 09/13/2013
<b>ADDITION</b>	
KWAME PATTERSON (RELEASE) BLACK POWDER SHOOT 225 PROMENADE DU CENTROPOLIS, SUITE 200 LAVAL H7B 0T3 QUEBEC, CANADA	TRADEMARK/LICENCE/USE CONTRACT DATED 2/24/11
<b>ADDITION</b>	
KYLE CLARKE (RELEASE) BLACK POWDER SHOOT 375 HUYLER STREET SOUTH HACKENSACK, NJ 7606	TRADEMARK/LICENCE/USE CONTRACT DATED 3/15/13
<b>ADDITION</b>	
KYOWA HAKKO KOGYO CO., LTD. 600 MARKLEY STREET NORRISTOWN, PA 19401	LICENCE/USE CONTRACT DATED 3/08/06
<b>ADDITION</b>	
L. CASS TERRY, M.D. 4677 N. WILSHIRE RD SUITE 200 MILWAUKEE, WI 53211	TRADEMARK/LICENCE/USE CONTRACT

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LAREX, INC. ATTN: BO NICKOLOFF 4815 WHITE BEAR PARKWAY WHITE BEAR LAKE, MN	TRADEMARK AUTHORIZATION AGREEMENT DATED 05/21/2002
LAREX, INC. ATTN: LORI SIEGLER 4815 WHITE BEAR PARKWAY WHITE BEAR LAKE, MN	LETTER OF TRADEMARK AGREEMENT DATED 05/15/2002
LOTUS LIGHT ENTERPRISES 1100 LOTUS DRIVE P.O. 108 SILVER LAKE, WI 53170	BROKER AGREEMENT
LTECH CONSULTING LLC 1140 RT. 22 EAST, SUITE 310 BRIDGEWATER, NJ 08807	PRODUCTS & SERVICE CONTRACT DATED 9/14/13
LYCORED NATURAL PRODUCTS INDUSTRIES LTD 377 CRANE STREET ORANGE, NJ 07050	TRADEMARK LICENSE AGREEMENT DATED 05/16/2003
LYCORED NATURAL PRODUCTS INDUSTRIES LTD. 377 CRANE STREET ORANGE, NJ 07050	LICENSE TO USE LYCORED'S TRADEMARK LYC-O-MATO DATED 05/16/2003
MAGPIE MARKETING 930 GOLDEN SPRINGS DR. UNIT D DIAMOND BAR, CA 91765	BROKER/AGENT AGREEMENT DATED 04/01/2010
MAGPIE MARKETING 930 GOLDEN SPRINGS DRIVE, UNIT D DIAMOND BAR, CA 91765	BROKER AGREEMENT DATED 4/15/10
MARTEK BIOSCIENCES CORPORATION ATTN: STEVE DUBIN, CHIEF FINANCIAL OFFICER 6180 DOBBIN ROAD COLUMBIA, MD	SUPPLY AGREEMENT DATED 03/10/1998
MARTEK BIOSCIENCES CORPORATION ATTN: STEVE DUBIN, CHIEF FINANCIAL OFFICER 6180 DOBBIN ROAD COLUMBIA, MD	SUPPLY AGREEMENT DATED 05/13/1998
MAXIMUM MARKETING, INC. 7710 N. W. 56TH WAY, SUITE 200 POMPANO BEACH, FL 33073	BROKER AGREEMENT DATED 1/01/12

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MAXIMUM MARKETING, INC. 7710 NW 56 WAY, SUITE 200 POMPANO BEACH, FL 33073	BROKER/AGENT AGREEMENT DATED 03/01/2012
MERCEDES BENZ OF CALABASAS 24181 CALABASAS RD CALABASAS, CA 91302	VEHICLE LEASE DATED 12/23/13
MERICAL VITA-PAK 2995 E. MIRALOMA AVE. ANAHEIM, CA 92806	INDEMNITY AGREEMENT DATED 10/30/01
MESROP KHOUDAGOULIAN 21411 PRAIRIE STREET CHATSWORTH, CA 91311	EMPLOYMENT AGREEMENT DATED 3/1/14
MGCG, LLC 20658 CASTLEMAINE CIRCLE STRONGSVILLE, OH 44149	BROKER AGREEMENT DATED 5/01/13
MGCG, LLC 20658 CASTLEMAINE CIRCLE STRONGSVILLE, OH 44149	BROKER/AGENT AGREEMENT DATED 05/01/2013
MICHAEL PSOMAS 21411 PRAIRIE STREET CHATSWORTH, CA 91311	EMPLOYMENT AGREEMENT DATED 1/20/14
<b>ADDITION</b>	
MICROSOFT 480 W. DUSSEL DRIVE MAUMEE, OH 43537	LICENCE/USE CONTRACT DATED 11/20/08
MOLEKULE (INDIA) PRIVATE LIMITED CRIMPAGE CORPORATION, 3RD FLOOR PLOT NO. 57, STREET NO. 17 MIDC, ANDHERI (EAST), MUMBAI-400093	RESEARCH SERVICE AGREEMENT
<b>ADDITION</b>	
MONTEREY BAY SPICE COMPANY 5800 NEWTON DRIVE CARLSBAD, CA 92008	LICENCE/USE CONTRACT DATED 9/28/05
MORGAN & SAMPSON USA ATTN: DANIEL MORGAN	SERVICE AGREEMENT
MURRAY, HOGUE & LANNIS 3400 GULF TOWER PITTSBURGH, PA 15219	PROFESSIONAL SERVICE AGREEMENT

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**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

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<b>ADDITION</b>	
MUSCLEMASTER.COM 1441 WEST SMITH ROAD FERNDALE, WA 98248	TRADEMARK/LICENCE/USE CONTRACT DATED 1/19/11
NATIONAL ENZYME COMPANY ATTN: KIM CROUSE, DIRECTOR FINANCE 15366 US HWY 160 FORSYTH, MO	TRADEMARK LICENSING AGREEMENT DATED 01/10/2007
<b>ADDITION</b>	
NATIONAL ENZYME COMPANY - BIOCORE KIDS™ 2105 S.E. CREEKVIEW DRIVE ANKENY, IA 50021	TRADEMARK/LICENCE/USE CONTRACT DATED 8/20/09
<b>ADDITION</b>	
NATROL GLOBAL FZE LLC 1160 FIFTH AVENUE, SUITE 106 NEW YORK, N.Y. 10029	INTELLECTUAL PROPERTY LICENSE AGREEMENT DATED 3/4/2013 DATED 10/28/08
NATURAL HEALTH SCIENCE, INC. ATTN:BEVERLY DE NIESE 225 LONG AVENUE HILLSIDE, NJ	TRADEMARK/PATENT LICENSE AGREEMNT U.S. PATENTS #4,698,360 / #5,720,956 / #6,372,266
<b>ADDITION</b>	
NATURAL, INC 5951 MCKEE ROAD FITCHBURG, WI 563719	LICENCE/USE CONTRACT DATED 1/15/14
NATURE'S PRODUCT INC. 1301 SAWGRASS CORPORATE PARKWAY SUNRISE, FL 33323-2813	SERVICE AGREEMENT
<b>ADDITION</b>	
NATUREX - SVETOL 622 LILLIAN WAY LOS ANGELES, CA 90004	LICENCE/USE CONTRACT DATED 6/14/13
NEOS THERAPEUTICS, INC. 2940 N. HIGHWAY 360, SUITE 100 GRAND PRAIRIE, TX 75050	INDEMNITY AGREEMENT DATED 7/16/09
<b>ADDITION</b>	
NEPTUNE TECHNOLOGIES & BIORESOURCES, INC. - KRILL OIL (NKO®) 17, FL-02150 ESPOO FINLAND	TRADEMARK/LICENCE/USE CONTRACT DATED 10/18/13

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(Continuation Sheet)

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NEW WORLD ENTERPRIZES, INC. 2104 ADAMS AVE SAN LEANDRO, CA	CHOCOMINE TRADEMARK LICENSE DATED 10/22/2002
NEXT PHARMACEUTICALS ATTN: CHARLES I. KOSMONT FOUR VENTURE SUITE 200 IRVINE, CA	LICENSE AGREEMENT U.S. PATENT APPLICATION NO. 60/235,920 DATED 05/12/2001
NEXT PHARMACEUTICALS ATTN: CHIEF EXECUTIVE OFFICER FOUR VENTURE SUITE 200 IRVINE, CA	LICENSE AGREEMENT U.S. PATENT APPLICATION NO. 60/235,920 DATED 05/12/2001
NEXT PHARMACEUTICALS, INC ATTN: CHIEF EXECUTIVE OFFICER FOUR VENTURE SUITE 200 IRVINE, CA	LICENSE AGREEMENT DATED 05/07/2001
NOVOGEN RESEARCH PTY, LTD. ATTN: CHRISTOPHER NAUGHTON, DIRECTOR 5051 ESTECREEK DRIVE CINCINNATI, OH 45232-1446	TRADEMARK AND UPC LICENSE AGREEMENT DATED 10/20/2006
NOVOGEN RESEARCH PTY, LTD. ATTN: CHRISTOPHER NAUGHTON, DIRECTOR 5051 ESTECREEK DRIVE CINCINNATI, OH 45232-1446	TRADEMARK AND UPC LICENSE AGREEMENT U.S. REG NO. 2464065 AND 2947025 DATED 10/20/2006
<b>ADDITION</b>	
NOVOGEN RESEARCH PTY. LTD. 5051 ESTECREEK DRIVE CINCINNATI, OH 45232-1446	TRADEMARK & UPC LICENSE AGRMT (10-20-2006) - PROMENSIL) PATENT LICENSE AGRMT (PROMENSIL OR TRINOV)
NPI, LLC ATTN: CHIEF EXECUTIVE OFFICER 360 ESPINOSA ROAD SALINAS, CA	CHROMULIN CUSTOMER AGREEMENT DATED 12/27/2007
NUTRATECH, INC. ATTN: BOB GREEN, REPRESENTATIVE OF PRINCIPAL 50 GALESI DRIVE WAYNE, NJ	ADVANTRA Z TRADEMARK LICENSE AGREEMENT DATED 04/18/2002

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NUTRITION 21, INC. ATTN: BENJAMIN SPORN, ESQ. 4 MANHATTANVILLE ROAD STE 202 PURCHASE, NY	SUBJECT: NUTRITION 21'S PATENTS AND TRADEMARKS AND YOUR LICENSES DATED 03/14/2003
NUTROPIA GMBH ATTN: NORBERT FUCHS MOOSHAM 29 UNTEMBERG AUSTRIA	PATENT LICENSE AGREEMENT DATED 12/06/2005
NUTROPIA GMBH ATTN: PETER KOESSLER MOOSHAM 29 UNTEMBERG AUSTRIA	PATENT LICENSE AGREEMENT DATED 06/14/2005
OCEAN NUTRITION CANADA LIMITED ATTN: IAN LUCAS, EXECUTIVE VICE PRESIDENT, GLOBAL SALES 7 MARKETING 101 RESEARCH DRIVE DARTMOUTH CANADA	TRADEMARK LICENSE AGREEMENT DATED 06/13/2006
OCEAN NUTRITION CANADA LIMITED ATTN: IAN LUCAS, EXECUTIVE VICE PRESIDENT, GLOBAL SALES 7 MARKETING 101 RESEARCH DRIVE DARTMOUTH, NOVA SCOTIA CANADA	TRADEMARK LICENSE AGREEMENT DATED 08/29/2006
OCEAN NUTRITION CANADA LIMITED ATTN: PRESIDENT 101 RESEARCH DRIVE DARTMOUTH CANADA	TRADEMARK LICENSE AGREEMENT DATED 06/13/2006
<b>ADDITION</b>	
OCUSENSE, INC. 201 TABOR ROAD MORRIS PLAIN, NJ 7950	TRADEMARK/LICENCE/USE CONTRACT DATED 2/01/06
ONE STEP MARKETING, INC. 12264 BOULDER PASS MILFORD, MI 48380	BROKER AGREEMENT DATED 11/09/09
ONE STEP MARKETING, INC. - MICHAEL WAINWRIGHT 12264 BOULDER PASS MILFORD, MI 48380	BROKER/AGENT AGREEMENT DATED 11/01/2009

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<b>ADDITION</b>	
ORGANIC REMEDIES 5618 NW 113 VENU DORAL, FL 33178	TRADEMARK/LICENCE/USE CONTRACT
OTT MARKETING-WEST, INC. 9422 BIANCA AVENUE NORTHRIIDGE, CA 91325	BROKER AGREEMENT DATED 12/01/10
<b>ADDITION</b>	
PANMOL GMBH 12200 MIDDLESET ROADC, SUITE 500 EDEN PRAIRIE, MN 55344	TRADEMARK/LICENCE/USE CONTRACT DATED 6/23/05
PANMOL GMBH ATTN: ALFRED GRUEN SCHILLERSTRABE 30, BLOCK X SALZBURG AUSTRIA	PATENT LICENSE AGREEMENT DATED 12/06/2005
PANMOL GMBH ATTN: ANTON HILLINGER SCHILLERSTRABE 30, BLOCK X SALZBURG AUSTRIA	PATENT LICENSE AGREEMENT DATED 06/14/2005
<b>ADDITION</b>	
PANMOL GMBH (PATENT LICENSE FOR NADH) 8506 MARKET PLACE LANE CINCINNATI, OH 45242	PATENT LICENSE FOR NADH AGREEMENT DATED 1/23/06
PENTON MEDIA, INC. 1166 AVENUE OF THE AMERICAS 10TH FLOOR NEW YORK, NY 10036	SERVICE CONTRACT
PERFORMANCE EDUCATION SYSTEMS 1540 OWLS RETREAT TARPON SPRINGS, FL 34688	SERVICES AGREEMENT DATED 10/01/2013
<b>ADDITION</b>	
PERRIGO 515 EASTERN AVENUE ALLEGAN, MI 49010	TRADEMARK/LICENCE/USE CONTRACT
PHARMACHEM LABORATORIES INC. 265 HARRISON AVE. KEARNY, NJ 07032	LICENSE AND SUPPLY AGREEMENT DATED 05/25/2004

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PHARMACHEM LABORATORIES, INC ATTN: MR. MITCHELL SKOP 265 HARRISON AVENUE KEARNY, NJ	LICENSE AND SUPPLY AGREEMENT DATED 05/25/2004
PHARMANUTRIENTS INC 918 SHERWOOD DRIVE LAKE BLUFF, IL 60044	LICENSING AGREEMENT DATED 06/04/1997
PHARMANUTRIENTS INC 918 SHERWOOD DRIVE LAKE BLUFF, IL 60044	TRADEMARK LICENSING AGREEMENT - ADDENDUM - A DATED 06/04/1997
<b>ADDITION</b>	
PHYZZ, INC. & TOWER LABORATORIES LTD. 150 CENTRAL PARK SOUTH, SUITE 3210 NEW YORK, N.Y. 10010	TRADEMARK/LICENCE/USE CONTRACT DATED 5/24/06
PIVOTSTREAM 6100 OAK TREE BLVD. INDEPENDENCE, OH 44131	BUSINESS SUPPORT AGREEMENT
<b>ADDITION</b>	
PROBAL - NATROL - THYROLEAN 114 KAJE STREET KIRKLAND, WA 98033	TRADEMARK/LICENCE/USE CONTRACT DATED 10/30/09
<b>ADDITION</b>	
PROTICA 2687 BLUE WILLOW CT. CLARKEVILLE, TN 37042	FORMULATOR/MANUFACTURER AGREEMENT - LICENCE/USE CONTRACT DATED 2/06/09
<b>ADDITION</b>	
REALTY ADVISORS ASSOCIATES, LLC 9150 MASON AVENUE CHATSWORTH, CA 91311	LICENCE/USE CONTRACT DATED 11/05/06
<b>ADDITION</b>	
RECEPTORBIO INC. 102 DUBIOTECH, P.O. BOX 34512 DUBAI UAE	TRADEMARK/LICENCE/USE CONTRACT
RFI INGREDIENTS ATTN: CEO / PRESIDENT	LICENSE AGREEMENT DATED 01/29/2004
RFI INGREDIENTS ATTN: CEO / PRESIDENT	TRADEMARK AGREEMENT DATED 01/29/2004

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RICHARD BLOOM, INC. 10405 6TH AVE. NORTH, SUITE 110 PLYMOUTH, MN 55441	BROKER/AGENT AGREEMENT DATED 04/01/2014
RICHARD BLOOM, INC. 10405 6TH AVENUE NORTH, SUITE 110 PLYMOUTH, MN 55441	BROKER AGREEMENT DATED 5/01/14
RICHARD HIRAGA 21411 PRAIRIE STREET CHATSWORTH, CA 91311	SEPARATION AND RELEASE AGREEMENT
RITE AID 30 HUNTER LANE CAMP HILL, PA 17011	MEMO OF UNDERSTANDING DATED 12/20/2013
RITE AID CORP. 30 HUNTER LANE CAMP HILL, PA 17011	SUPPLY AGREEMENT DATED 11/01/13
RITE AID HDQTRS, CORP. 30 HUNTER LANE CAMP HILL, PA 17011	PURCHASE AGREEMENT DATED 11/01/10
<b>ADDITION</b>	
ROVIO ENTERTAINMENT LTD. 120 BROADHOLLOW RD. FARMINGDALE, N.Y. 11735	LICENCE/USE CONTRACT DATED 9/16/08
SACHER, ZELMAN, HARTMAN, PAUL, BEILEY & ROLNICK 1401 BRICKELL AVENUE MIAMI, FL 33131	PROFESSIONAL SERVICE AGREEMENT
SADOVNICK PARTNERS 4522 WHITTSETT AVENUE, STE 150 STUDIO CITY, CA 91604	PROFESSIONAL SERVICE AGREEMENT DATED 02/03/2014
SALVATORI - SCOTT, INC. 5990 STONERIDGE DR. SUITE #122 PLEASANTON, CA 94588	BROKER/AGENT AGREEMENT DATED 07/01/2009
SALVATORI-SCOTT, INC. 28077 SMYTH DRIVE SANTA CLARITA, CA 91355	REPRESENTATIVE AGREEMENT DATED 4/01/05
SAN JOAQUIN VALLEY CONCENTRATES ATTN: JOSEPH ROSSI, GENERAL MANAGER	ACTIVIN LICENSING AGREEMENT DATED 08/01/2008

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SANDWICH ISLES TRADING CO. INC ATTN: SHAUN ROBERTZ, CEO P.O. BOX 701 KALAHEO, HI	TRADEMARK LICENSE AGREEMENT DATED 06/30/2011
<b>ADDITION</b>	
SANDWICH ISLES TRADING CO., INC. 2030 MAIN STREET, SUITE 560 IRVINE, CA 92614	TRADEMARK/LICENCE/USE CONTRACT DATED 5/23/14
<b>ADDITION</b>	
SELECT SUPPLEMENTS, INC. 6200 MANOR ROAD AUSTIN, TEXAS 78723	LICENCE/USE CONTRACT DATED 9/15/06
SENSUS AMERICA, LLC ATTN: ERIK KOUDSINNL, GENERAL MANAGER PRINCETON CORPORATE PLAZA 1 DEER PARK DRIVE. SUITE J MONMOUTH JUNCTION, NJ	LICENSE AGREEMENT DATED 03/24/2003
SENSUS AMERICA, LLC ATTN: ERIK KOUDSINNL, GENERAL MANAGER PRINCETON CORPORATE PLAZA 1 DEER PARK DRIVE. SUITE J MONMOUTH JUNCTION, NJ	LICENSE AGREEMENT REGISTRATION NO. 2035060 DATED 03/31/2003
SHIJU JOSEPH 59 B1, STREET 310, SANGKAT BEUNG KENG KANG-1 KHAN CHAMKAR MON PHNOM PENH, CAMBODIA	CONSULTING SERVICES AGREEMENT
SIRIUS SALES & MARKETING LLC 10194 OLD KENT LANE CLARKSON, MI 48348	REPRESENTATIVE AGREEMENT DATED 1/06/09
SIRIUS SALES & MARKETING LLC 10194 OLD KENT LANE CLARKSSON, MI 48348	BROKER/AGENT AGREEMENT DATED 03/01/2009
SIRIUS SALES & MARKETING LLC 10194 OLD KENT LANE CLARKSSON, MI 48348	BROKER/AGENT AGREEMENT DATED 07/01/2009
<b>ADDITION</b>	
SPECIALTY ENZYMES AND BIOCHEMICALS CO. 13591 YORBA AVENUE CHINO, CA 91710	TRADEMARK/LICENCE/USE CONTRACT

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SPM, LLC DBA SPROUTS FARMERS MARKET 11811 N. TATUM BLVD SUITE 2400 PHOENIX, AZ 85028	SERVICE CONTRACT
STAWIVI INC., C/O BILL SCAIFE 2764 SHADE TREE DRIVE ORANGE PARK, FL 32003	REPRESENTATIVE AGREEMENT DATED 3/01/08
STAWIVI INC., C/O BILL SCAIFE 2764 SHADE TREE DRIVE ORANGE PARK, FL 32003	BROKER/AGENT AGREEMENT DATED 03/01/2008
SUSS TECHNOLOGY CORP. 6007 MCLEOD DR. LAS VEGAS, NV 89120	INDEMNITY AGREEMENT DATED 12/08/08
SWANSON HEALTH PRODUCTS 4075 40TH AVE SW FARGO, ND 58108-2803	PRODUCT INDEMNIFICATION AGREEMENT DATED 5/02/14
SYMPHONYIRI GROUP, INC. 150 NORTH CLINTON STREET CHICAGO, IL 60661-1416	CONTRACT FOR INFOSCAN SERVICES DATED 10/01/05
<b>ADDITION</b>	
TAIYO/NUTRISCIENCE 4700 WEST 77TH STREET SUITE 175 EDINA, MN 55435	TRADEMARK/LICENCE/USE CONTRACT
<b>ADDITION</b>	
TAIYO/NUTRISCIENCE 4700 WEST 77TH STREET SUITE 175 EDINA, MN 55435	TRADEMARK/LICENCE/USE CONTRACT
TECHNICAL SOURCING INTERNATIONAL INC. ATTN: LARRY J. KOLB, EXECUTIVE VICE PRESIDENT 210 N. HIGGINS SUITE 233 MISSOULA, MT	TRADEMARK LICENSE AGREEMENT DATED 03/17/1998
TECHNICAL SOURCING INTERNATIONAL, INC ATTN: LARRY J. KOLB, EXECUTIVE VICE PRESIDENT 210 N. HIGGINS SUITE 233 MISSOULA, MT	TRADEMARK LICENSING AGREEMENT DATED 03/17/1998

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<b>ADDITION</b>	
THE MINUS SHOP 2075 EDENHALL DRIVE LUNDHURST, OH 44124	TRADEMARK/LICENCE/USE CONTRACT DATED 9/23/10
THE SHUSTER GROUP, LLC 199 PLEASANT STREET RUMFORD, RHODE ISLAND 02916	BROKER/AGENT AGREEMENT DATED 11/01/2008
THE SHUSTER GROUP, LLC ATTN: JAMES L. SHUSTER 199 PLEASANT STREET RUMFORD, RI 02916	REPRESENTATIVE AGREEMENT DATED 10/01/08
THERAPEUTIC RESEARCH FACILITY ATTN: JEFF M. JELLIN 3120 W. MARCH LANE PO BOX 8190 STOCKTON, CA	LICENSE AGREEMENT DATED 02/09/2007
<b>ADDITION</b>	
TOTAL HEALTH NETWORK (IMAGE) 6735 INTER-CAL WAY PRESCOTT, AZ 86301	TRADEMARK/LICENCE/USE CONTRACT
TREE OF LIFE, INC. ATTN: VENDOR MANAGEMENT 405 GOLFWAY WEST DRIVE ST. AUGUSTINE, FL 32095	HOLD HARMLESS AGREEMENT & GUARANTEE/WARRANTY OF PRODUCT DATED 2/17/06
<b>ADDITION</b>	
TRIARCO INDUSTRIES (CARBOGEN) 331 MAPLE AVENUE HORSHAM, PA 19044	TRADEMARK/LICENCE/USE CONTRACT DATED 6/16/08
TRIARCO INDUSTRIES, INC. ATTN: RODGER R. ROHDE, JR. PRESIDENT 400 HAMBURG TURNPIKE WAYNE, NJ	LICENSE AGREEMENT {PRIVATE} DATED 04/13/2001
TYCO INTEGRATED SECURITY JAMES MCGIVNEY, 104 EAST GRAHAM PLACE BURBANK, CA 91502-2027	COMMERCIAL SALES AGREEMENT
<b>ADDITION</b>	
UNIGEN PHARMACEUTICALS, INC. SCHILLERSTRASSE 30, BLOCK X SALZBURG, AUSTRIA A-5020	LICENCE/USE CONTRACT DATED 6/14/05

**AMENDED**In re: NATROL, INC.

Debtor

Case No. 14-11446

(if known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
<b>ADDITION</b>	
UNITED NATURAL FOODS 70 COMMERCE DRIVE HAUPPAUGE, NY 11788	LICENCE/USE CONTRACT DATED 9/22/04
UNITED NATURAL FOODS, INC. ATTN: THOMAS GRILLEA 260 LAKE ROAD DAYVILLE, CT 06241	PURCHASE AGREEMENT DATED 12/07/09
US PHARMALAB INC. 1300 AIRPORT ROAD NORTH BRUNSWICK, NJ 08902	INDEMNITY AGREEMENT DATED 11/17/09
VALENTINE ENTERPRISE, INC. ATTN: JOHN ALLISON 940 COLLINS HILL ROAD LAWRENCEVILLE, GA 30043	QUALITY AGREEMENT DATED 9/01/09
VANSON, INC. ATTN: JERRY WETHERBEE, PRESIDENT AND CEO 8840 152ND AVE NE REDMOND, WA	TRADEMARK LICENSE AGREEMENT DATED 12/12/2001
VITAMIN SHOPPE 2101 91ST STREET NORTH BERGEN, NEW JERSEY 07047	BROKER/AGENT AGREEMENT DATED 11/01/2008
VITAMIN SHOPPE INDUSTRIES, INC. 2101 91ST STREET NORTH BERGEN, NJ 07047	PURCHASE AGREEMENT DATED 2/28/11
<b>ADDITION</b>	
VITAMIN WORLD (NBTY) 33209 MAIDEN LANE LAKE ELSINORE, CA 92530	TRADEMARK/LICENCE/USE CONTRACT DATED 1/11/05
VRS CHATSWORTH LLC 16027 VENTURA BLVD SUITE 208 ENCINO, CA 91436	OWENSMOUTH AVENUE LEASE DATED 4/02/13
VRS CHATSWORTH LLC 16027 VENTURA BLVD SUITE 208 ENCINO, CA 91436	PRAIRIE STREET LEASE DATED 4/02/13
WALGREEN CO. ATTN: LAW DEPARTMENT 200 WILMOT ROAD DEERFIELD, IL 60015	ELECTRONIC PAYMENTS AGREEMENT DATED 1/14/98

**AMENDED**In re: NATROL, INC.

Debtor

Case No. 14-11446

(if known)

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

(Continuation Sheet)

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
WAL-MART STORES, INC. CORPORATE OFFICE BENTONVILLE, AR 72716	VENDOR AGREEMENT
<b>ADDITION</b>	
WARNER BROS (SEX & THE CITY) 300 TELEVISION PLAZA BLDG 137, ROOM 1065 BURBANK, CA 91505	TRADEMARK/LICENCE/USE CONTRACT
WILDFIRE - ENTERPRISE PLAN SOCIAL 1600 SEAPORT BLVD SUITE 500 REDWOOD CITY, CA 94063	SERVICE CONTRACT
WODIKA DEVINE 25625 SOUTHFIELD RD #100 SOUTHFIELD, MI 48075	BROKER/AGENT AGREEMENT DATED 07/01/2009
WODIKA DEVINE 25625 SOUTHFIELD ROAD, SUITE #100 SOUTHFIELD, MI 48075	REPRESENTATIVE AGREEMENT DATED 4/01/09
XEROX - WCP275H PO BOX 660501 DALLAS, TX 75266	SERVICE CONTRACT DATED 12/01/2010
XEROX CORPORATION 45 GLOVER AVENUE NORWALK, CT 06856	LEASE AGREEMENT DATED 6/20/12

**AMENDED**

In re: NATROL, INC.

Debtor

Case No. 14-11446

(if known)

**DECLARATION CONCERNING DEBTOR'S SCHEDULES**

**DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, MESROP KHOUDAGOULIAN, the INTERIM CHIEF FINANCIAL OFFICER of Natrol, Inc. named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 26 sheets (*Total shown on summary page plus 1*), and that they are true and correct to the best of my knowledge, information, and belief.

Date September 26, 2014

Signature /s/ MESROP KHOUDAGOULIAN

MESROP KHOUDAGOULIAN

[Print or type name of individual signing on behalf of debtor.]

*[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]*

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*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.