

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apothecary Products, LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 76

Property Type	Number	Word Mark
Serial Number:	86004518	KYLE CROCODILE
Serial Number:	86004523	DUFFY DOG
Serial Number:	85968991	HANDY HOOK
Serial Number:	85947414	EZY CRUSH
Serial Number:	85894954	ECONO-MATE
Serial Number:	85841113	TRAVEL BY DESIGN
Serial Number:	85651068	DIABETIC SPECIALTY PRODUCTS
Serial Number:	85602142	HEALTH SPECIALTIES
Serial Number:	85509233	COVERLETS
Serial Number:	85509232	CLICK-ITS
Serial Number:	85372256	MY MINDER
Serial Number:	85327164	QUIET QUICK
Serial Number:	85305775	ONE-DAY-AT-A-TIME
Serial Number:	85286388	SUPER SLEEP

TRADEMARK

CH \$1915.00 86004518

Serial Number:	85255848	GET THE MOST FROM YOUR MEDICATION
Serial Number:	85209428	FLENTS ON-THE-GO
Serial Number:	85098803	TRAVEL PODS
Serial Number:	85081380	TAPE FREE
Serial Number:	85076024	EZY-CUT
Serial Number:	85069936	COLOR-MATE
Serial Number:	85069920	MEDTIME PLANNER
Serial Number:	85069924	CUT N' CRUSH
Serial Number:	85032615	DOSAGE KORC
Serial Number:	85032620	PUSH 'N POP
Serial Number:	77939205	QUIET CONTOUR
Serial Number:	77890241	ORGMATES
Serial Number:	77870088	SAFETY SHIELD
Serial Number:	77828511	SWIRLED
Serial Number:	77713265	PHARMAPET
Serial Number:	77019515	BREATHE WELL
Serial Number:	78841566	OPEN 'N CLEAR
Serial Number:	78516684	TOTAL BEAUTY
Serial Number:	78504525	EZY DOSE
Serial Number:	78376098	BREATHE QUIET!
Serial Number:	78342960	QUIET TIME
Serial Number:	78339893	QUIET! PLEASE
Serial Number:	76566273	FLENTS
Serial Number:	76566274	FLENTS
Serial Number:	76562401	CRAFT MATES
Serial Number:	76562402	CRAFT MATES
Serial Number:	76324603	
Serial Number:	76317806	WIPE 'N CLEAR
Serial Number:	76297383	PHARMADOSE
Serial Number:	76202942	QUICK COUNT RX
Serial Number:	76198995	MEMORY PAC
Serial Number:	76188878	INSTY SPLINT
Serial Number:	76188879	REMIND N' TIME
Serial Number:	76182631	MEDI-SCOPE
Serial Number:	75545378	ADULT-LOCK

TRADEMARK

REEL: 005229 FRAME: 0382

	75507491	REAL QUIET
Serial Number:	75406338	CORNER DRUGSTORE SPECIALTIES
Serial Number:	75092559	EZY DROP
Serial Number:	74667239	TOTAL BEAUTY
Serial Number:	74625093	COMFEES
Serial Number:	74486881	PRACTIDOSE
Serial Number:	74125037	BEAUTY WEDGES
Serial Number:	74028131	FILTAIR
Serial Number:	73821869	SEATIES
Serial Number:	73816519	APOTHECARY PRODUCTS, INC.
Serial Number:	73791414	EZY INFANT CARE
Serial Number:	73743474	PROTECH
Serial Number:	73739240	SEAL-RITE
Serial Number:	73726059	OPTICO
Serial Number:	73494048	MAXI-MASK
Serial Number:	73437944	EZY DOSE
Serial Number:	73434996	SEATIES
Serial Number:	73305027	NITRO-FRESH
Serial Number:	73238124	DAILY DOSE
Serial Number:	73236882	NORMALINE
Serial Number:	73111758	PEACE & QUIET
Serial Number:	73084798	SPOON-DROPPER
Serial Number:	73074606	EZY-DOSE
Serial Number:	73074652	GALLON-SPENSER
Serial Number:	73013585	RECONSTITUTE
Serial Number:	72270667	FLENTS
Serial Number:	71246035	FLENTS

CORRESPONDENCE DATA

Fax Number: 3125774688
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

TRADEMARK

REEL: 005229 FRAME: 0383

	207170-00649
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	03/04/2014
Total Attachments: 10 source=Apothecary - Trademark Security Agreement#page1.tif source=Apothecary - Trademark Security Agreement#page2.tif source=Apothecary - Trademark Security Agreement#page3.tif source=Apothecary - Trademark Security Agreement#page4.tif source=Apothecary - Trademark Security Agreement#page5.tif source=Apothecary - Trademark Security Agreement#page6.tif source=Apothecary - Trademark Security Agreement#page7.tif source=Apothecary - Trademark Security Agreement#page8.tif source=Apothecary - Trademark Security Agreement#page9.tif source=Apothecary - Trademark Security Agreement#page10.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2014, is made by the undersigned (“**Grantor**”), in favor of General Electric Capital Corporation (“**GE Capital**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 28, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Apothecary Products, LLC, a Delaware limited liability company (“**Borrower**”), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

(i) Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

(ii) Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(iii) Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(iv) Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

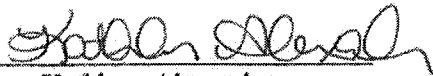
(v) Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

(vi) Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the New York.

[SIGNATURE PAGES FOLLOW]

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

APOTHECARY PRODUCTS, LLC
as Grantor


By: 

Name: Kathleen Alexander

Title: Controller and Secretary

ACCEPTED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: 
Name: Phillip Croff
Title: Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 005229 FRAME: 0388


**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark	Country	App. No. & Date	Reg. No. & Date
KYLE CROCODILE	U.S.	App 86004518 07/08/2013	
DUFFY DOG	U.S.	App 86004523 07/08/2013	
HANDY HOOK	U.S.	App 85968991 06/25/2013	
EZY CRUSH	U.S.	App 85947414 5/31/2013	Reg 4,474,393 01/28/2014
ECONO-MATE	U.S.	App 85894954 04/04/2013	Reg 4,436,054 11/19/2013
TRAVEL BY DESIGN	U.S.	App 85841113 02/05/2013	Reg 4376565 07/30/2013
DIABETIC SPECIALTY PRODUCTS	U.S.	App 85651068 06/13/2012	Reg 4307002 03/19/2013
HEALTH SPECIALTIES	U.S.	App 85602142 04/19/2012	Reg 4235539 10/30/2012
COVERLETS	U.S.	App 85509233 01/05/2012	Reg 4283922 01/29/2013
CLICK-ITS	U.S.	App 85509232 01/05/2012	Reg 4286824 02/05/2013
MY MINDER	U.S.	App 85372256 07/15/2011	Reg 4184284 07/31/2012


DOCS-#4034484-v1

Trademark	Country	App. No. & Date	Reg. No. & Date
QUIET QUICK	U.S.	App 85327164 05/23/2011	Reg 4162301 06/19/2012
ONE-DAY-AT-A-TIME	U.S.	App 85305775 04/27/2011	Reg 4049357 11/01/2011
SUPER SLEEP	U.S.	App 85286388 04/05/2011	Reg 4144080 05/15/2012
Get the Most from Your Medication	U.S.	App 85255848 03/02/2011	Reg 4165466 06/26/2012
FLENTS ON-THE-GO	U.S.	App 85209428 01/03/2011	Reg 4268787 01/01/2013
TRAVEL PODS	U.S.	App 85098803 08/03/2010	Reg 4150796 05/29/2012
TAPE FREE	U.S.	App 85081380 07/09/2010	Reg 3949550 04/19/2011
EZY-CUT	U.S.	App 85076024 07/01/2010	Reg 3932895 03/15/2011
COLOR-MATE	U.S.	App 85069936 06/23/2010	Reg 3897497 12/28/2010
MEDTIME PLANNER	U.S.	App 85069920 06/23/2010	Reg 3916876 02/08/2011
CUT N' CRUSH	U.S.	App 85069924 06/23/2010	Reg 3916877 02/08/2011
DOSAGE KORC	U.S.	App 85032615 05/07/2010	Reg 3916473 02/08/2011
PUSH 'N POP	U.S.	App 85032620 05/07/2010	Reg 3919229 02/15/2011

Trademark	Country	App. No. & Date	Reg. No. & Date
QUIET CONTOUR	U.S.	App 77939205 02/18/2010	Reg 3929959 03/08/2011
ORGMATES	U.S.	App 77890241 12/10/2009	Reg 3926696 03/01/2011
SAFETY SHIELD	U.S.	App 77870088 11/11/2009	Reg 3784804 05/04/2010
SWIRLED	U.S.	App 77828511 09/17/2009	Reg 3901610 01/04/2011
PHARMAPET	U.S.	App 77713265 04/14/2009	Reg 3748745 02/16/2010
BREATHE WELL	U.S.	App 77019515 10/12/2006	Reg 3423445 05/06/2008
OPEN 'N CLEAR	U.S.	App 78841566 03/20/2006	Reg 3409106 04/08/2008
TOTAL BEAUTY	U.S.	App 78516684 11/15/2004	Reg 3023651 12/06/2005
EZY DOSE	U.S.	App 78504525 10/22/2004	Reg 3023595 12/06/2005
BREATHE QUIET!	U.S.	App 78376098 03/01/2004	Reg 2979871 07/26/2005
QUIET TIME	U.S.	App 78342960 12/18/2003	Reg 2986424 08/16/2005

Trademark	Country	App. No. & Date	Reg. No. & Date
QUIET! PLEASE	U.S.	App 78339893 12/12/2003	Reg 2941810 04/19/2005
FLENTS	U.S.	App 76566273 12/11/2003	Reg 3275690 08/07/2007
FLENTS	U.S.	App 76566274 12/11/2003	Reg 2937428 04/05/2005
CRAFT MATES	U.S.	App 76562401 11/17/2003	Reg 2982656 08/09/2005
	U.S.	App 76562402 11/17/2003	Reg 2982657 08/09/2005
	U.S.	App 76324603 10/15/2001	Reg 2680226 01/28/2003
WIPE 'N CLEAR	U.S.	App 76317806 09/28/2001	Reg 2624587 09/24/2002
PHARMADOSE	U.S.	App 76297383 08/08/2001	Reg 2629360 10/01/2002
QUICK COUNT RX	U.S.	App 76202942 01/31/2001	Reg 2693946 03/04/2003
MEMORY PAC	U.S.	App 76198995 01/25/2001	Reg 2534071 01/29/2002
INSTY SPLINT	U.S.	App 76188878 01/02/2001	Reg 2569714 05/14/2002

Trademark	Country	App. No. & Date	Reg. No. & Date
REMIND N' TIME	U.S.	App 76188879 01/02/2001	Reg 2498422 10/16/2001
MEDI-SCOPE	U.S.	App 76182631 12/18/2000	Reg 2701752 04/01/2003
ADULT-LOCK	U.S.	App 75545378 08/31/1998	Reg 2342578 04/18/2000
REAL QUIET	U.S.	App 75507491 06/23/1998	Reg 2443052 04/10/2001
CORNER DRUGSTORE SPECIALTIES	U.S.	App 75406338 12/16/1997	Reg 2442996 04/10/2001
EZY DROP	U.S.	App 75092559 04/22/1996	Reg 2188732 09/15/1998
TOTAL BEAUTY	U.S.	App 74667239 04/24/1995	Reg 2080574 07/22/1997
COMFEES	U.S.	App 74625093 01/24/1995	Reg 2056591 04/29/1997
PRACTIDOSE	U.S.	App 74486881 02/04/1994	Reg 1897534 06/06/1995
BEAUTY WEDGES	U.S.	App 74125037 12/20/1990	Reg 1669503 12/24/1991
FILTAIR	U.S.	App 74028131 02/12/1990	Reg 1637507 03/12/1991
SEATIES	U.S.	App 73821869 08/28/1989	Reg 1650547 07/16/1991
 Apothecary Products, Inc.	U.S.	App 73816519 08/02/1989	Reg 1636424 02/26/1991
EZY INFANT CARE	U.S.	App 73791414 04/06/1989	Reg 1636058 02/26/1991
PROTECH	U.S.	App 73743474 08/01/1988	Reg 1557801 09/26/1989
SEAL-RITE	U.S.	App 73739240 7/11/1988	Reg 1528075 03/07/1989

Trademark	Country	App. No. & Date	Reg. No. & Date
OPTICO	U.S.	App 73726059 05/02/1988	Reg 1611051 08/28/1990
MAXI-MASK	U.S.	App 73494048 08/09/1984	Reg 1333076 04/30/1985
 EZY DOSE	U.S.	App 73437944 08/05/1983	Reg 1313307 01/08/1985
SEATIES	U.S.	App 73434996 07/18/1983	Reg 1285241 07/10/1984
NITRO-FRESH	U.S.	App 73305027 04/09/1981	Reg 1251161 09/13/1983
DAILY DOSE	U.S.	App 73238124 11/05/1979	Reg 1265004 01/24/1984
NORMALINE	U.S.	App 73236882 10/29/1979	Reg 1212088 10/12/1982
Peace & Quiet	U.S.	App 73111758 01/07/1977	Reg 1079769 12/20/1977
SPOON-DROPPER	U.S.	App 73084798 04/22/1976	Reg 1056528 01/18/1977
EZY-DOSE	U.S.	App 73074606 01/19/1976	Reg 1066145 05/24/1977
GALLON-SPENSER	U.S.	App 73074652 01/19/1976	Reg 1070137 07/26/1977
RECONSTITUTE	U.S.	App 73013585 03/29/1974	Reg 1032055 02/03/1976
FLENTS	U.S.	App 72270667 05/04/1967	Reg 0854228 08/06/1968
FLENTS	U.S.	App 71246035 03/19/1927	Reg 0230234 07/19/1927