

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNIVERSAL HOLDINGS I, LLC		03/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	YORK SPECIAL OPPORTUNITIES FUND AIV I, L.P.		
Street Address:	767 Fifth Avenue		
Internal Address:	17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10153		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3697248	WARM APPLE PIE	
Registration Number:	3627640	AIR SECURE	
Registration Number:	2934545	SMITH BROS.	
Registration Number:	0050947	SMITH BROTHERS	
Registration Number:	1192612	SEN-SEN	
Registration Number:	0247091	SEN-SEN	
Serial Number:	86211356	SUPPORT RELIEF RESTORE	
Registration Number:	0425169	SB	
Registration Number:	1949738	ALL-HERBAL	
Registration Number:	2430636	DAILY-C	
Registration Number:	2353548	PHARMARIGHT	
Registration Number:	2370639	INTENSEMINTS	
Registration Number:	2502294	HAPPY HEALTH CANDIES	
Registration Number:	2693606	SMOKERSGUARD	
Registration Number:	2260023	FRUITRIENTS	
Registration Number:	0421962	JUICELETS	
Registration Number:	2304353		
Registration Number:	1950350		
TRADEMARK			

OP \$515.00 3697248

Property Type	Number	Word Mark
Registration Number:	1410815	
Registration Number:	0247418	

CORRESPONDENCE DATA

Fax Number: 2125865095

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2123818726

Email: rboghosian@ctswlaw.com

Correspondent Name: Robert Boghosian

Address Line 1: 420 Lexington Avenue

Address Line 2: Cohen Tauber Spievack, Suite 2400

Address Line 4: New York, NEW YORK 10170

NAME OF SUBMITTER: Robert Boghosian

SIGNATURE: /Robert Boghosian/

DATE SIGNED: 06/16/2015

Total Attachments: 7

- source=Trademark Security Agreement - EXECUTED (00257090)#page1.tif
- source=Trademark Security Agreement - EXECUTED (00257090)#page2.tif
- source=Trademark Security Agreement - EXECUTED (00257090)#page3.tif
- source=Trademark Security Agreement - EXECUTED (00257090)#page4.tif
- source=Trademark Security Agreement - EXECUTED (00257090)#page5.tif
- source=Trademark Security Agreement - EXECUTED (00257090)#page6.tif
- source=Trademark Security Agreement - EXECUTED (00257090)#page7.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of March 23, 2015 (this "Agreement"), made by UNIVERSAL HOLDINGS I, LLC, a Delaware limited liability company with a principal place of business located at 3501 W. 48th Place, Chicago, IL 60632 (the "Grantor"), in favor of YORK SPECIAL OPPORTUNITIES FUND AIV I, L.P., a Delaware limited partnership with offices at 767 Fifth Avenue, 17th Floor, New York, NY 10153 (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, the Grantor has an ownership interest in the trademarks identified on Exhibit 1 hereto (collectively, the "Trademarks"); and

WHEREAS, the Grantor and the Lender are parties to that certain Amended and Restated Senior Secured Demand Promissory Note and Security Agreement of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

WHEREAS, the Grantor has granted to Lender a security interest in all of its property and assets, including, without limitation, the Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement; and

WHEREAS, it is a condition precedent to the Lender's entry into the Loan Agreement that the Grantor execute and deliver this Agreement to the Lender; and

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Trademarks and the assignment of the Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

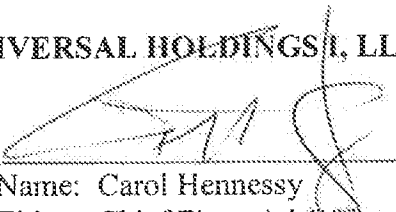
1. The Grantor does hereby acknowledge and confirm that the Trademarks and the goodwill associated therewith constitute intellectual property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.
2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Trademarks are more fully set forth in the Loan Agreement and this Agreement.

3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized to file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of Exhibit A attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, this Trademark Security Agreement as of the day and year first above written.

UNIVERSAL HOLDINGS I, LLC

By: 
Name: Carol Hennessy
Title: Chief Financial Officer

ACCEPTED AND AGREED:

LENDER:

YORK SPECIAL OPPORTUNITIES FUND AIV I, L.P.

By: YORK SPECIAL OPPORTUNITIES DOMESTIC
HOLDINGS, LLC, its general partner

By: 
Name: John J. Fosina
Title: Chief Financial Officer

[SIGNATURE PAGE --TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1

Trademarks

Mark	Registration No. or Serial No.	Registration Date
WARM APPLE PIE	3697248	10/23/2009
AIR SECURE	3627640	5/26/2009
SMITH BROS.	2934545	3/22/2005
SMITH BROTHERS	0050947	4/3/1906
SEN-SEN	1192612	3/23/1982
SEN-SEN	0247091	9/18/1928
SUPPORT RELIEF RESTORE	862113556 (Serial No.)	3/5/2014
SB	0425169	11/5/1946
ALL-HERBAL	1949738	1/16/1996
DAILY-C	2430636	2/27/2001
PHARMARIGHT	2353548	5/30/2000
INTENSEMINTS	2370639	7/5/2000
HAPPY HEALTH CANDIES	2502294	10/30/2001
SMOKERSGUARD	2693606	3/4/2003
FRUITRIENTS	2260023	7/6/1999
JUICELETS	0421962	6/25/1946
<i>Design Only</i>	2304353	12/28/1999
<i>Design Only</i>	1950350	1/23/1996
<i>Design Only</i>	1410815	9/23/1986
<i>Design Only</i>	0247418	9/25/1928

Exhibit A

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of _____, 201_ made by UNIVERSAL HOLDINGS I, LLC, a Delaware limited liability company with a principal place of business located at 3501 W. 48th Place, Chicago, IL 60632 (the "Assignor"), in favor of in favor of YORK SPECIAL OPPORTUNITIES FUND AIV I, L.P., a Delaware limited partnership with offices at 767 Fifth Avenue, 17th Floor, New York, NY 10153 ("Lender") and the Assignee as set forth below.

RECITALS:

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the "Trademarks"); and

WHEREAS, Assignor and Lender are parties to that certain Amended and Restated Senior Secured Demand Promissory Note and Security Agreement of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement; and

WHEREAS, by this instrument, Assignor is hereby assigning the Trademarks to the Lender or its designee as set forth herein (such party, the "Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademark as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to _____, a _____ with offices at _____ (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as

Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

UNIVERSAL HOLDINGS I, LLC

By: _____

Name: Carol Hennessy

Title: Chief Financial Officer

Exhibit A

EXHIBIT 1

Trademarks

Mark	Registration No. or Serial No.	Registration Date
WARM APPLE PIE	3697248	10/23/2009
AIR SECURE	3627640	5/26/2009
SMITH BROS.	2934545	3/22/2005
SMITH BROTHERS	0050947	4/3/1906
SEN-SEN	1192612	3/23/1982
SEN-SEN	0247091	9/18/1928
SUPPORT RELIEF RESTORE	862113556 (Serial No.)	3/5/2014
SB	0425169	11/5/1946
ALL-HERBAL	1949738	1/16/1996
DAILY-C	2430636	2/27/2001
PHARMARIGHT	2353548	5/30/2000
INTENSEMINTS	2370639	7/5/2000
HAPPY HEALTH CANDIES	2502294	10/30/2001
SMOKERSGUARD	2693606	3/4/2003
FRUITRIENTS	2260023	7/6/1999
JUICELETS	0421962	6/25/1946
<i>Design Only</i>	2304353	12/28/1999
<i>Design Only</i>	1950350	1/23/1996
<i>Design Only</i>	1410815	9/23/1986
<i>Design Only</i>	0247418	9/25/1928