

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368543

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|-------------------------------------|
| SWISS-AMERICAN PRODUCTS, INC. | | 12/30/2015 | CORPORATION: TEXAS |
| SWISS-AMERICAN CDMO, LLC | | 12/30/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| SAP INTERMEDIATE, LLC | | 12/30/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| SAP HOLDINGS, INC. | | 12/30/2015 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------|
| Name: | BANK OF THE WEST |
| Street Address: | 155 N. Wacker Drive |
| Internal Address: | 44th Floor |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | CORPORATION: CALIFORNIA |

PROPERTY NUMBERS Total: 21

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------|
| Registration Number: | 1757882 | |
| Registration Number: | 1796731 | |
| Registration Number: | 1762296 | |
| Registration Number: | 1712937 | THE MELTING MOISTURIZER |
| Registration Number: | 1796728 | THE MELTING MOISTURIZER |
| Registration Number: | 1850178 | ELTA |
| Registration Number: | 1850193 | ELTA |
| Registration Number: | 3230230 | CLEAR CHOICE |
| Registration Number: | 3325284 | SWISS-AMERICAN |
| Registration Number: | 3325285 | SWISS-AMERICAN |
| Registration Number: | 3325283 | SWISS-AMERICAN |
| Registration Number: | 3421143 | DERMAVASE |
| Registration Number: | 3367548 | TRIVASE |

CH \$540.00 1757882

| Property Type | Number | Word Mark |
|----------------------|---------|----------------|
| Registration Number: | 3593546 | PROVASE |
| Registration Number: | 3367549 | HYDROVASE |
| Registration Number: | 3367547 | MICAVASE |
| Registration Number: | 3367550 | NUVASE |
| Registration Number: | 3367551 | PRIMAVASE |
| Registration Number: | 3622347 | ELTA MD |
| Registration Number: | 3622351 | ELTA MD |
| Registration Number: | 3528835 | ELTA SILVERGEL |

CORRESPONDENCE DATA

Fax Number: 3059615556
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: 3055790558
Email: chius@gtlaw.com
Correspondent Name: Sandy Chiu, Esq.
Address Line 1: Greenberg Traurig, P.A.
Address Line 2: 333 S.E. 2nd Avenue, Suite 4400
Address Line 4: Miami, FLORIDA 33131

| | |
|--------------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 130916.011100 |
| NAME OF SUBMITTER: | Sandy Chiu |
| SIGNATURE: | /Sandy Chiu/ |
| DATE SIGNED: | 01/08/2016 |

Total Attachments: 7
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source=Swiss-American Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of December 30, 2015, among SWISS-AMERICAN PRODUCTS, INC., a Texas corporation, SWISS-AMERICAN CDMO, LLC, a Delaware limited liability company, SAP HOLDINGS, INC., a Delaware corporation, SAP INTERMEDIATE, LLC, a Delaware limited liability company (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and BANK OF THE WEST (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantors and Lender, Lender has agreed to extend credit to Grantors;

WHEREAS, in order to induce Lender to enter into the Credit Agreement and other Loan Documents and to induce Lender to extend credit thereunder, Grantors have agreed to execute and deliver to Lender that certain Amended and Restated Guaranty and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party referred to on Schedule I hereto;

(b) all renewals of the foregoing;

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

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any

Trademark or any Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent-to-use" trademark application until such time as a statement of use has been filed with and accepted by the United States Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are enforceable or allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or service marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Lender, concurrently with the next delivery of financial statements pursuant to Section 7.2 of the Credit Agreement, with respect to any such new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning

represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record (such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.


8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been Paid in Full.

[Signatures Immediately Follow]

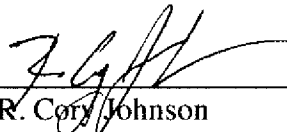
IN WITNESS WHEREOF, each of the parties hereto have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


SWISS-AMERICAN PRODUCTS, INC.

By: 
Name: R. Cory Johnson
Title: Treasurer and Assistant Secretary


SWISS-AMERICAN CDMO, LLC

By: 
Name: R. Cory Johnson
Title: Treasurer and Assistant Secretary

SAP HOLDINGS, INC.

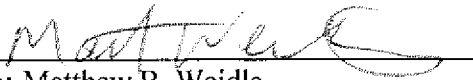
By: 
Name: R. Cory Johnson
Title: Chief Financial Officer, Treasurer and Assistant Secretary

SAP INTERMEDIATE, LLC

By: 
Name: R. Cory Johnson
Title: Chief Financial Officer, Treasurer and Assistant Secretary

LENDER:

BANK OF THE WEST

By: 
Name: Matthew B. Weidle
Title: Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005705 FRAME: 0758

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

SWISS- AMERICAN PRODUCTS, INC.¹

| Owner | Trademark | Country | Status | Reg. No. | Appl. No. |
|-------------------------------|--------------------------------------|-----------------|---------------|-----------------|------------------|
| Swiss-American Products, Inc. | Miscellaneous Design (Snowflake) | United States | Registered | 1757882 | 74/161206 |
| Swiss-American Products, Inc. | Miscellaneous Design (Snowflake) | United States | Registered | 1796731 | 74/161372 |
| Swiss-American Products, Inc. | Miscellaneous Design (Sun Drop Logo) | United States | Registered | 1762296 | 74/161319 |
| Swiss-American Products, Inc. | THE MELTING MOISTURIZER | United States | Registered | 1712937 | 74/155727 |
| Swiss-American Products, Inc. | THE MELTING MOISTURIZER | United States | Registered | 1796728 | 74/155762 |
| Swiss-American Products, Inc. | ELTA | Madrid Protocol | Registered | 946847 | A0010481 |
| Swiss-American Products, Inc. | ELTA | United States | Registered | 1850178 | 74/368318 |
| Swiss-American Products, Inc. | ELTA | United States | Registered | 1850193 | 74/368321 |
| Swiss-American Products, Inc. | CLEAR CHOICE | United States | Registered | 3230230 | 76/605358 |
| Swiss-American Products, Inc. | SWISS-AMERICAN | United States | Registered | 3325284 | 76/640959 |
| Swiss-American Products, Inc. | SWISS-AMERICAN | United States | Registered | 3325285 | 76/640961 |
| Swiss-American Products, Inc. | SWISS-AMERICAN | United States | Registered | 3325283 | 76/640860 |
| Swiss-American | DERMAVASE | United States | Registered | 3421143 | 76/678238 |

¹ The trademarks will be assigned to Swiss-American CDMO, LLC post-closing.

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|-------------------------------|----------------------|---------------|------------|---------|-----------|
| Products, Inc. | | | | | |
| Swiss-American Products, Inc. | TRIVASE | United States | Registered | 3367548 | 76/678239 |
| Swiss-American Products, Inc. | PROVASE | United States | Registered | 3593546 | 76/678240 |
| Swiss-American Products, Inc. | HYDROVASE | United States | Registered | 3367549 | 76/678311 |
| Swiss-American Products, Inc. | MICAVASE | United States | Registered | 3367547 | 76/678220 |
| Swiss-American Products, Inc. | NUVASE | United States | Registered | 3367550 | 76/678425 |
| Swiss-American Products, Inc. | PRIMAVASE | United States | Registered | 3367551 | 76/678426 |
| Swiss-American Products, Inc. | ELTA MD (and Design) | United States | Registered | 3622347 | 77/578577 |
| Swiss-American Products, Inc. | ELTA MD (and Design) | United States | Registered | 3622351 | 77/578636 |
| Swiss-American Products, Inc. | ELTA SILVERGEL | United States | Registered | 3528835 | 77/340437 |

SWISS-AMERICAN CDMO, LLC

None.

SAP HOLDINGS, INC.

None.

SAP INTERMEDIATE, LLC

None.