

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404624

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GREAT HEATHWORKS, INC.		11/02/2016	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANKUNITED		
<b>Street Address:</b>	7765 NW 148th Street		
<b>City:</b>	Miami Lakes		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33016		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4999262	CLEARPHAGE	
<b>Registration Number:</b>	4929076	PROBIOTICXL	
<b>Registration Number:</b>	4846965	PREBIOPHAGE	
<b>Registration Number:</b>	4748725	DIGESTWORKS	
<b>Registration Number:</b>	4003570	OMAPREM	
<b>Registration Number:</b>	3900712	MD MUSSEL DOG	
<b>Registration Number:</b>	3804114	MUSSEL DOG	
<b>Registration Number:</b>	4590100	GLOW 120	
<b>Registration Number:</b>	5036834	THE ALPHA OF OMEGAS	
<b>Registration Number:</b>	3063715	OMEGAXL	
<b>Registration Number:</b>	3013041	OMEGAXL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5616508350		
<i>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.</i>			
<b>Phone:</b>	561-835-8500		
<b>Email:</b>	ptomail@shutts.com		
<b>Correspondent Name:</b>	Daniel J. Barsky		
<b>Address Line 1:</b>	SHUTTS & BOWEN LLP		
<b>Address Line 2:</b>	525 OKEECHOBEE BLVD, SUITE 1100		

OP \$290.00 4999262

**Address Line 4:** WEST PALM BEACH, FLORIDA 33401

**ATTORNEY DOCKET NUMBER:** 31957.0220

**NAME OF SUBMITTER:** Daniel J. Barsky

**SIGNATURE:** /Daniel J. Barsky/

**DATE SIGNED:** 11/07/2016

**Total Attachments: 6**

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## AGREEMENT

### (Trademark)

This Agreement (Trademark) (this "Agreement"), dated as of November 2, 2016 between the GREAT HEALTHWORKS, INC., a Nevada corporation ("Debtor"), and BANKUNITED, N.A. ("Secured Party").

### WITNESSETH

A. Pursuant to that certain Credit and Security Agreement dated as of November 2, 2016 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Debtor and Guarantor (as defined therein), and Secured Party, Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to Debtor, as provided therein; and

B. As a condition precedent to the making of the Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Debtor pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations whether registered or unregistered, statutory, common law, or otherwise

(including any “intent to use” applications, but excluding such application and any other United States intent-to-use trademark applications only to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications), and any renewals thereof (“Trademarks”), including, without limitation, each trademark, registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all domain names of the business connected with the use of each of the items in clauses (a) and (b), above;

(e) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (d); and

(f) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in *Schedule 1.1* attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Credit Agreement as security for the discharge and performance of the Obligations. The Credit Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided Secured Party shall have consented to such sale or disposition

in accordance with the terms thereof, or (c) if the Credit Agreement and any obligations of the Secured Party to make Advances thereunder have been terminated and all Obligations owing under the Credit Agreement and other Loan Documents has been paid in full.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

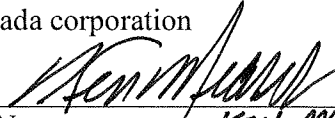
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

The parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

*[Signature Page Follows]*

**DEBTOR:**

GREAT HEALTHWORKS, INC.,  
a Nevada corporation

By:   
Print Name: KEN MEARES  
Title: CEO

**SECURED PARTY:**

BANKUNITED, N.A.,



By: Richard Thill  
Print Name: Richard Thill  
Title: SVP

**SCHEDULE 1.1**

**LICENSE AGREEMENTS**

Debtor is a party to an agreement with PharmaLink, the owner of the patented process to extract PCSO-524® the active ingredient in OmegaXL, wherein Debtor has the exclusive right to use the patent process in the North America, South and Latin America and elsewhere

**TRADEMARK COLLATERAL**

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
Clearphage	86535602	2/15/15	4999262	7/12/16
ProbioticXL	86623154	5/8/15	4929076	3/29/16
PrebioPhage	86264303	4/28/14	4846965	11/3/15
DigestWorks	86065320	9/16/13	4748725	2/11/14
Omaprem	85033892	5/10/10	4003570	7/26/11
MD Mussel Dog 	85060493	6/11/10	3900712	1/4/11
Mussel Dog	77639367	12/23/08	3804114	6/15/10
Glow 120	86017170	7/23/13	4590100	8/19/14
The Alpha of Omegas	85961953	6/17/13	5036834	9/6/16
OmegaXL	78590590	3/18/2005	3063715	2/28/06
			International Reg. No. 1272745	
			International Reg. No. 1297338	
OmegaXL 	78373089	2/24/04	3013041	11/8/05