

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kramer Laboratories, Inc.		06/22/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Administrative Agent		
Street Address:	430 Park Avenue		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1382023	FUNGI-NAIL	
Registration Number:	2318270	CHARCOAL PLUS	
Registration Number:	3068103	SAFETUSSIN	
Registration Number:	3073665	SAFE TUSSIN	
Registration Number:	3463684	NAIL IT! WITH FUNGI-NAIL	
Registration Number:	3815929	THE FUNGUS EXPERTS	
Registration Number:	4104075	KRAMER CONSUMER HEALTHCARE A DIVISION OF	
Registration Number:	4342168	F N	
Registration Number:	4419895	HC MAX HONGO CURA	
Registration Number:	4441277	TOE & FOOT	
Registration Number:	4464693	FUNGI-NAIL TOE & FOOT	
Registration Number:	4871853	CLEARGUARD	
Serial Number:	87346700	KRAMER LABS NATURAL FUSION	
Serial Number:	87346775	KRAMER LABS NATURAL FUSION RX	
Serial Number:	87418352	NEUTRA-PH	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

OP \$390.00 1382023

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 919 286-8000
Email: PTO_TMconfirmation@mvalaw.com, vishvamiyani@mvalaw.com
Correspondent Name: MOORE & VAN ALLEN PLLC
Address Line 1: 3015 CARRINGTON MILL BOULEVARD
Address Line 2: SUITE 400
Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	037632.166
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NAME OF SUBMITTER:	John Slaughter
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SIGNATURE:	/john slaughter/
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DATE SIGNED:	06/26/2018
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Total Attachments: 4

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source=Trademark_Security_Agreement_from_Kramer_Laboratories_Inc_to_Churchill_Agency_Services_LLC_#page2

source=Trademark_Security_Agreement_from_Kramer_Laboratories_Inc_to_Churchill_Agency_Services_LLC_#page3

source=Trademark_Security_Agreement_from_Kramer_Laboratories_Inc_to_Churchill_Agency_Services_LLC_#page4

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 22, 2018 (this “Agreement”), by Kramer Laboratories, Inc., a Florida corporation (the “Grantor”), in favor of Churchill Agency Services LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing Lien on, all of its right, title and interest in the following Collateral (excluding any Excluded Assets) of the Grantor: all Trademarks of the Grantor, including without limitation, those Trademarks listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Agreement.


SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KRAMER LABORATORIES, INC.

By:



Name: Richard Kornhauser

Title: President & Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006363 FRAME: 0793

CHURCHILL AGENCY SERVICES LLC,
as Administrative Agent

By: Churchill Asset Management LLC, its member

By: _____
Name: Chris Cox
Title: Senior Managing Director

Schedule I

Trademark Registrations and Applications

Registered Owner	Mark	App/Reg. No.	App/Reg. Date
KRAMER LABORATORIES, INC.	FUNGI-NAIL	1382023	February 11, 1986
KRAMER LABORATORIES, INC.	CHARCOAL PLUS	2318270	February 15, 2000
KRAMER LABORATORIES, INC.	SAFETUSSIN	3068103	March 14, 2006
KRAMER LABORATORIES, INC.	SAFE TUSSIN	3073665	March 28, 2006
KRAMER LABORATORIES, INC.	NAIL IT! WITH FUNGI-NAIL	3463684	July 8, 2008
KRAMER LABORATORIES, INC.	THE FUNGUS EXPERTS	3815929	July 6, 2010
KRAMER LABORATORIES, INC.	KRAMER CONSUMER HEALTHCARE A DIVISION OF KRAMER LABORATORIES, INC.	4104075	February 28, 2012
KRAMER LABORATORIES, INC.	F N	4342168	May 28, 2013
KRAMER LABORATORIES, INC.	HC MAX HONGO CURA Translation: HC MAX FUNGUS CURE	4419895	October 15, 2013
KRAMER LABORATORIES, INC.	TOE & FOOT	4441277	November 26, 2013
KRAMER LABORATORIES, INC.	FUNGI-NAIL TOE & FOOT	4464693	January 14, 2014
KRAMER LABORATORIES, INC.	CLEARGUARD	4871853	December 15, 2015
KRAMER LABORATORIES, INC.	KRAMER LABS NATURAL FUSION	87346700	February 23, 2017
KRAMER LABORATORIES, INC.	KRAMER LABS NATURAL FUSION RX	87346775	February 23, 2017
KRAMER LABORATORIES, INC.	NEUTRA-PH	87418352	April 20, 2017