

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

PolyMedica Healthcare, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: DE
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 30, 2005

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: CapitalSource Finance LLC

Internal

Address: _____

Street Address: 4445 Willow Avenue

City: Chevy Chase

State: MD

Country: US Zip: 20815

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other LLC Citizenship DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Christopher E. Kondracki

Internal Address: _____

Street Address: 2001 Jefferson Davis Hwy
Suite 1007

City: Arlington

State: VA Zip: 22202

Phone Number: 703-415-1555

Fax Number: 703-415-1557

Email Address: _____

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 615.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 19-3545

Authorized User Name Christopher E. Kondracki

9. Signature:



Signature

Christopher E. Kondracki

Name of Person Signing

11/18/05

Date

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$615.00 193545 78479643

700223357

TRADEMARK
REEL: 003222 FRAME: 0602

Conveying Party(ies)
Continuation of the Information for Item 1

Polymedica Pharmaceuticals (U.S.A.), Inc. -- Massachusetts -- Corporation
Execution Date: September 30, 2005

Polymedica Pharmaceuticals (Puerto Rico), Inc. -- Delaware -- Corporation
Execution Date: September 30, 2005

Amerifit Nutrition, Inc. -- Delaware -- Corporation
Execution Date: September 30, 2005

Amerifit, Inc. -- Delaware -- Corporation
Execution Date: September 30, 2005

Medical Foods, Inc. -- Delaware -- Corporation
Execution Date: September 30, 2005

Trademarks
Continuation of Item 4A and 4B

| Trademark | Owner | Country | Status | Application Number and/or Registration Number | Filing Date and/or Registration Date |
|---|----------|---------|------------|---|--------------------------------------|
| (1) ANESTACON | PMP | USA | Registered | 0855436 | 27 Aug 1968 |
| (2) AQUACHLORAL | PMP | USA | Registered | 0586346 | 2 Mar 1954 |
| (3) AZO CRANBERRY | PMP | USA | Registered | 1987046 | 16 Jul 1996 |
| (4) AZO INTIMACY | PMP | USA | Pending | 78/479,643 | 7 Sep 2004 |
| (5) AZO MENOPAUSE | PMP | USA | Registered | 2574098 | 28 May 2002 |
| (6) AZO PMS | PMP | USA | Registered | 2541398 | 19 Feb 2002 |
| (7) AZO STANDARD | PMP | USA | Registered | 1817683 | 25 Jan 1994 |
| (8) AZO TEST STRIPS | PMP | USA | Registered | 2349020 | 9 May 2000 |
| (9) AZO YEAST | PMP | USA | Registered | 2583165 | 18 Jun 2002 |
| (10) B & O NO. 15A | PMP | USA | Registered | 1884553 | 21 Mar 1995 |
| (11) B & O NO. 16A | PMP | USA | Registered | 1898508 | 13 Jun 1995 |
| (12) CALCIUM ADVANTAGE | Amerifit | USA | Pending | 78/661788 | 30 Jun 2005 |
| (13) CYSTOSPAZ | PMP | USA | Registered | 0781682 | 15 Dec 1964 |
| (14) ESTROVEN MENOPAUSE TEST | Amerifit | USA | Pending | 78/661798 | 30 Jun 2005 |
| (15) NEOCERA (<i>stylized</i>) | PMP | USA | Registered | 0600655 | 11 Jan 1955 |
| (16) NEOPAP ⁵ | PMP | USA | Registered | 0826365 | 28 Mar 1967 |
| (17) PROTOL | AFI | USA | Registered | 2268052 | 10 Aug 1999 |
| (18) SUPPRETTE | PMP | USA | Registered | 1033593 | 17 Feb 1976 |
| (19) SUPPRETTES | PMP | USA | Registered | 1030547 | 20 Jan 1976 |
| (20) SUPPRETTES (<i>stylized</i>) | PMP | USA | Registered | 0586347 | 2 Mar 1954 |
| (21) URISED | PMP | USA | Registered | 0398137 | 13 Oct 1942 |
| (22) URISEDAMINE | PMP | USA | Registered | 0807164 | 19 Apr 1966 |
| (23) ZINC AT NIGHT (Supp) | AFI | USA | Registered | 2392396 | 3 Oct 2000 |
| (24) ZINC PLUS EXTRA C LOZENGES AND DESIGN (Supp) | Amerifit | USA | Registered | 2258180 | 29 Jun 1999 |

JOINDER TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Joinder to Intellectual Property Security Agreement (this "Joinder") is made as of this 30th day of September, 2005 by and among POLYMEDICA HEALTHCARE, INC., a Delaware corporation, POLYMEDICA PHARMACEUTICALS (U.S.A.), INC., a Massachusetts corporation, and POLYMEDICA PHARMACEUTICALS (PUERTO RICO), INC., a Delaware corporation (individually, a "New Grantor" and collectively, the "New Grantors"), AMERIFIT NUTRITION, INC., a Delaware corporation, AMERIFIT, INC., a Delaware corporation, and MEDICAL FOODS, INC., a Delaware corporation (together with the New Grantors, individually, a "Grantor", and collectively, the "Grantors") and CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as administrative agent (in such capacity, "Agent") for the Lender Parties (as defined in the Credit Agreement defined below), in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WITNESSETH:

A. WHEREAS, reference is made to that certain Credit Agreement dated as of April 1, 2005 by, among others, (i) Charter Amerifit Acquisition Corporation, (ii) the other Credit Parties named therein, (iii) the Lenders party thereto from time to time, and (iv) CapitalSource Finance LLC, as Agent for the Lenders (as amended and in effect, the "Original Credit Agreement"); and

B. WHEREAS, Charter Amerifit Acquisition Corporation was merged with and into Amerifit Nutrition, Inc., and thereafter Amerifit Nutrition, Inc., Amerifit, Inc., and Medical Foods, Inc. became Borrowers under the Original Credit Agreement pursuant to a Joinder to Credit Agreement dated as of April 1, 2005; and

C. WHEREAS, certain of the Grantors have entered into an Intellectual Property Security Agreement dated as of April 1, 2005 by and among (i) Amerifit Nutrition, Inc., Amerifit, Inc., and Medical Foods, Inc., as Grantors, and (ii) CapitalSource Finance LLC, as Agent for the Lender Parties (as amended and in effect, the "IP Security Agreement"); and

D. WHEREAS, Amerifit Nutrition, Inc. has entered into a certain Stock Purchase Agreement dated as of September 30, 2005 with PolyMedica Corporation to acquire the capital stock of the New Grantors; and

E. WHEREAS, certain of the Grantors, the Agent, and the Lenders, among others, are this day amending and restating the Original Credit Agreement (as so amended and restated, the "Credit Agreement"); and

F. WHEREAS, the New Grantors have simultaneously herewith become Borrowers under the Credit Agreement pursuant to that certain Joinder to Credit Agreement dated as of even date herewith; and

G. WHEREAS, the Agent requires that, among other things, in order to secure the obligations of the New Grantors under the Credit Agreement, the New Grantors shall join in the execution of, and become a party to, the IP Security Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions: All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Credit Agreement, as applicable.

2. Joinder to IP Security Agreement.

(a) To secure the prompt and complete payment, performance and observance of all of the Obligations and all renewals, extensions, restructurings and refinancings thereof, each New Grantor hereby grants, mortgages, pledges and hypothecates to Agent, for the benefit of Agent and the Lender Parties, a Lien upon all of its right, title and interest in, to and under the IP Collateral, including, without limitation, each New Grantor's right, title and interest in and to such Intellectual Property and proprietary rights identified on Schedule 1 attached hereto and made a part hereof.

(b) Each New Grantor hereby (a) joins in the execution of, and becomes a party to, the IP Security Agreement, (b) agrees that such New Grantor shall, for all purposes, be deemed to be a "Grantor" under the IP Security Agreement, and (c) agrees that such New Grantor is bound by all representations, warranties, covenants, agreements, liabilities and obligations of the Grantors under the IP Security Agreement and all related documents, in each case, with the same force and effect as if such New Grantor was a signatory to the IP Security Agreement and such related documents and was expressly named therein.

3. Ratification of IP Security Agreement. Except as specifically amended by this Joinder, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. Each of the Grantors (including the New Grantors) hereby ratifies, confirms, and reaffirms all of the representations, warranties and covenants contained therein. Without limiting the foregoing, the Grantors hereby acknowledge and affirm that all Obligations of the Grantors (including the New Grantors) under the Loan Documents are secured by the IP Collateral pursuant to the IP Security Agreement.

4. Schedules to IP Security Agreement. On the date hereof, each New Grantor shall provide supplemental schedules to the IP Security Agreement to include the information pertaining to the New Grantors required to be listed on such schedules.

5. Miscellaneous.

(a) This Joinder may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

(b) This Joinder expresses the entire understanding of the parties with respect to the transactions contemplated hereby. No prior negotiations or discussions shall limit, modify, or otherwise affect the provisions hereof.

(c) Any determination that any provision of this Joinder or any application hereof is invalid, illegal or unenforceable in any respect and in any instance shall not effect the validity, legality, or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provisions of this Joinder.

(d) The Grantors shall pay all costs and expenses of the Agent, including, without limitation, reasonable attorneys' fees in connection with the preparation, negotiation, execution and delivery of this Joinder.

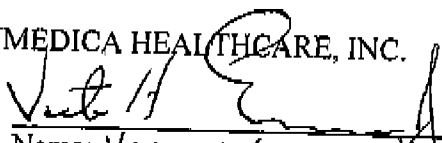
(e) The Grantors warrant and represent that the Grantors have consulted with independent legal counsel of their selection in connection with this Joinder and are not relying on any representations or warranties of the Agent or the Lenders or their counsel in entering into this Joinder.

(f) THIS JOINDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPALS THAT RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder to be duly executed and delivered by its proper and duly authorized officer as of the date set forth below.

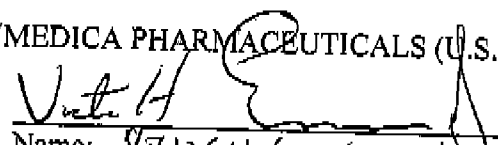
POLYMEDICA HEALTHCARE, INC.

By:


Name: Victor H. Emerson, Jr.
Title: Chief Financial Officer


POLYMEDICA PHARMACEUTICALS (U.S.A.), INC.

By:


Name: Victor H. Emerson, Jr.
Title: Chief Financial Officer

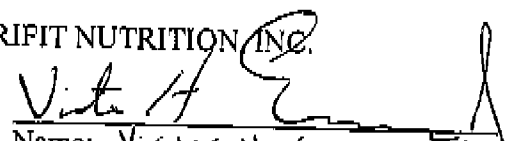
POLYMEDICA PHARMACEUTICALS (PUERTO RICO), INC.

By:


Name: Victor H. Emerson, Jr.
Title: Chief Financial Officer

AMERIFIT NUTRITION INC.

By:


Name: Victor H. Emerson, Jr.
Title: Chief Financial Officer

Signature Page to Amerifit Joinder to IP Security Agreement

CAPITALSOURCE FINANCE LLC, as Agent

By:

Name:

Joseph Muritz

Title:

General Counsel

Corporate Finance

TRADEMARK

REEL: 003222 FRAME: 0609

Schedule I

Intellectual Property

912003.2

SCHEDULE I
INTELLECTUAL PROPERTY

| Trademark | Owner | Country | Status | Application Number and/or Registration Number | Filing Date and/or Registration Date |
|---|----------|---------|------------|---|--------------------------------------|
| (1) ANESTACON | PMP | USA | Registered | 0855436 | 27 Aug 1968 |
| (2) AQUACHLORAL | PMP | USA | Registered | 0586346 | 2 Mar 1954 |
| (3) AZO CRANBERRY | PMP | USA | Registered | 1987046 | 16 Jul 1996 |
| (4) AZO INTIMACY | PMP | USA | Pending | 78/479,643 | 7 Sep 2004 |
| (5) AZO MENOPAUSE | PMP | USA | Registered | 2574098 | 28 May 2002 |
| (6) AZO PMS | PMP | USA | Registered | 2541398 | 19 Feb 2002 |
| (7) AZO STANDARD | PMP | USA | Registered | 1817683 | 25 Jan 1994 |
| (8) AZO TEST STRIPS | PMP | USA | Registered | 2349020 | 9 May 2000 |
| (9) AZO YEAST | PMP | USA | Registered | 2583165 | 18 Jun 2002 |
| (10) B & O NO. 15A | PMP | USA | Registered | 1884553 | 21 Mar 1995 |
| (11) B & O NO. 16A | PMP | USA | Registered | 1898508 | 13 Jun 1995 |
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| (14) ESTROVEN MENOPAUSE TEST | Amerifit | USA | Pending | 78/661798 | 30 Jun 2005 |
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| (17) PROTOL | AFI | USA | Registered | 2268052 | 10 Aug 1999 |
| (18) SUPPRETTE | PMP | USA | Registered | 1033593 | 17 Feb 1976 |
| (19) SUPPRETTES | PMP | USA | Registered | 1030547 | 20 Jan 1976 |
| (20) SUPPRETTES (<i>stylized</i>) | PMP | USA | Registered | 0586347 | 2 Mar 1954 |
| (21) URISED | PMP | USA | Registered | 0398137 | 13 Oct 1942 |
| (22) URISEDAMINE | PMP | USA | Registered | 0807164 | 19 Apr 1966 |
| (23) ZINC AT NIGHT (Supp) | AFI | USA | Registered | 2392396 | 3 Oct 2000 |
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