

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Everett Laboratories, Inc.		07/24/2008	CORPORATION: NEW JERSEY
MEP Everett, Inc.		07/24/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	USAmeribank, Inc.
Street Address:	119 E. Whiting Street
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33602
Entity Type:	CORPORATION: FLORIDA

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Registration Number:	3348461	STROVITE ADVANCE ANTIOXIDANT VITAMIN / MINERAL SUPPLEMENT
Registration Number:	3359717	SELECT-OB PRENATAL MULTIVITAMIN
Registration Number:	3221747	TUSSO-HC
Registration Number:	3169852	SELECT-OB
Registration Number:	3427548	CALCIFOLIC-D
Registration Number:	3421818	RENAX 5.5 ADVANCED THERAPEUTIC RENAL SPECIFIC VITAMIN/MINERAL SUPPLEMENT CAPLETS
Registration Number:	3388286	TUSSO-XR
Registration Number:	3381528	TUSSO-DM
Registration Number:	3424992	RENAX ADVANCED THERAPEUTIC RENAL SPECIFIC VITAMIN/MINERAL SUPPLEMENT
Registration Number:	2691437	RENAX
Registration Number:	3379874	CORTIC-ND EAR DROPS

OP \$840.00 3348461

Registration Number:	3393794	STROVITE ADVANCE ANTIOXIDANT VITAMIN/MINERAL SUPPLEMENT
Registration Number:	3379877	TRITUSS-A ORAL DROPS PEDIATRIC FORMULA ANTIHISTAMINE NASAL DECONGESTANT ANTITUSSIVE
Registration Number:	3379876	TUSSALL-ER TABLETS ANTIHISTAMINE DECONGESTANT ANTITUSSIVE
Registration Number:	3379875	VITAFOL-OB PRENATAL MULTIVITAMIN
Registration Number:	3379873	TRITUSS -ER CAPLETS EXPECTORANT ANTITUSSIVE DEGONGESTANT
Registration Number:	2921316	QUALA-DR
Registration Number:	2977460	TUSSALL-ER
Registration Number:	2913609	TUSSO-DF
Registration Number:	3095983	TRITUSS
Registration Number:	2447856	STROVITE
Registration Number:	2455180	STROVITE FORTE
Registration Number:	1880348	CORTIC
Registration Number:	1824880	STROVITE PLUS
Registration Number:	1828015	TUSSAFED
Registration Number:	1452861	VITAFOL
Registration Number:	1409152	REPAN
Serial Number:	78663812	FOLPRIN
Serial Number:	78367909	CALCIFOLIC
Serial Number:	77213492	VITAFOL-OB+DHA
Serial Number:	77213442	CALCIFOLIC-D CALCIUM / FOLATE / VITAMIN D SUPPLEMENT IN A CHEWABLE CHOCOLATE WAFER
Serial Number:	77213460	TUSSO-XR
Serial Number:	77421588	TUSSO

**CORRESPONDENCE DATA**

Fax Number: (813)925-8525  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 813-925-8505  
Email: patents@smithhopen.com  
Correspondent Name: Smith & Hopen, P.A.  
Address Line 1: 180 Pine Avenue North  
Address Line 4: Oldsmar, FLORIDA 34677

ATTORNEY DOCKET NUMBER:	1394.22
NAME OF SUBMITTER:	Robert Varkonyi

**TRADEMARK**

Signature:	/robert varkonyi/
Date:	07/24/2008
<b>Total Attachments: 8</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 24th day of July, 2008, among **EVERETT LABORATORIES, INC.**, a New Jersey corporation (the "Company"), and **MEP EVERETT, INC.**, a Delaware corporation ("Parent" and, collectively with the Company, "Grantors"), and **USAMERIBANK, INC.**, a Florida banking corporation ("Lender").

### BACKGROUND

**WHEREAS**, pursuant to that certain Credit Agreement dated as of the same date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantors and Lender, the Lender is willing to make certain financial accommodations available to the Grantors pursuant to the terms and conditions thereof; and

**WHEREAS**, Lender is willing to make the financial accommodations to Grantors as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Lender that certain Security Agreement dated as of the same date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") and this Trademark Security Agreement, among other documents and instruments;

**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 but not otherwise defined herein have the meanings given to them in the Security Agreement or 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;
  - (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
  - (c) all reissues, continuations or extensions of the foregoing;
  - (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all proceeds of, and all other profits, products, rents or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or other realization upon, any Trademark Collateral described in clauses (a), (b), (c) and (d), including without limitation all claims against third parties for loss of, damage to or destruction of, or any past, present or future dilution, infringement or unauthorized use of, unfair competition with, or violation of intellectual property rights in connection with or injury to, any such collateral or for injury to the goodwill associated with any of the foregoing.

As used herein, the term "Trademark" means and includes all any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I attached hereto and made a part hereof, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, and (iv) all of each Grantor's rights corresponding thereto throughout the world.

Notwithstanding the foregoing or anything contained herein to the contrary, the term "Trademark Collateral" shall not include any Excluded Collateral, as defined in the Security Agreement.

**3. SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Bank Debt, 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 Bank Debt and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of any proceeding described in Sections 7.1(g) or (h) of the Credit Agreement.

**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, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration pursuant to the terms of the Security Agreement. Without limiting Grantors' obligations under this section, 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, including the Trademark

Collateral, whether or not listed on Schedule I.

**6. COUNTERPARTS.** This Trademark Security Agreement may be executed in one or more counterpart signature pages, each of which will be deemed to be an original copy of this Trademark Security Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement, which shall be binding upon all of the parties hereto notwithstanding the fact that all parties are not signatory to the same counterpart. The exchange and delivery of executed copies of this Trademark Security Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature and shall be binding for all purposes hereof.

**7. CONSTRUCTION.** As used in this Trademark Security Agreement, (a) the word "including" is always without limitation; (b) words in the singular number include words of the plural number and vice versa; (c) the word "costs" includes all internal out-of-pocket expenses, fees, costs, and expenses of experts and collection agents, supersedeas bonds, and all attorneys' fees, costs, and expenses, whether incurred before, during, or after demand or litigation, and whether pursuant to trial, appellate, arbitration, bankruptcy, or judgment-execution proceedings; and (d) the word "property" includes both tangible and intangible property, unless the context otherwise requires. The headings preceding the text of the sections of this Trademark Security Agreement are solely for convenient reference and neither constitutes a part of this Trademark Security Agreement nor affects its meaning, interpretation, or effect. Unless otherwise expressly indicated, all references in this Trademark Security Agreement to a section, an exhibit or a schedule are to a section, exhibit or schedule of this Trademark Security Agreement. All exhibits and schedules referred to in this Trademark Security Agreement are an integral part of it and are incorporated by reference in it. The terms defined in this Trademark Security Agreement will have the defined meaning in all such exhibits, schedules and other documents delivered pursuant to this Trademark Security Agreement, unless the context otherwise requires. Whenever possible, each provision of this Trademark Security Agreement should be construed and interpreted so that it is valid and enforceable. However, if a provision in this Trademark Security Agreement is held by a court to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of this Trademark Security Agreement and will not affect the validity, interpretation, or effect of other provisions of this Trademark Security Agreement or the application of that provision to circumstances in which it is valid and enforceable.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

EVERETT LABORATORIES, INC.

By: *J. Hunter Reichert*  
Name: J. Hunter Reichert  
Title: Chairman

MEP EVERETT, INC.

By: *J. Hunter Reichert*  
Name: J. Hunter Reichert  
Title: Chairman

ACCEPTED AND ACKNOWLEDGED BY THE UNDERSIGNED AS OF THE DATE FIRST SET FORTH ABOVE:

USAMERIBANK, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

MEP Everett, Inc.: None.

Everett Laboratories, Inc.:

Trademark Registrations:

<u>Trademarks, Tradenames or Service Marks</u>	<u>Registration No.</u>	<u>Registration Date</u>
STROVITE ADVANCE ANTIOXIDANT VITAMIN / MINERAL SUPPLEMENT (Registered)	3,348,461	12/04/2007
SELECT-OB PRENATAL MULTIVITAMIN (Registered)	3,359,717	12/25/2007
TUSSO-HC (Registered)	3,221,747	03/27/2007
SELECT-OB (Registered)	3,169,852	11/07/2006
CALCIFOLIC-D (Registered)	3,427,548	05/13/2008
RENAX 5.5 ADVANCED THERAPEUTIC RENAL SPECIFIX VITAMIN/MINERAL SUPPLEMENT CAPLETS (Registered)	3,421,818	05/06/2008
TUSSO-XR (Registered)	3,388,286	02/26/2008
TUSSO-DM (Registered)	3,381,528	02/12/2008
RENAX ADVANCED THERAPEUTIC RENAL SPECIFIC VITAMIN/MINERAL SUPPLEMENT (Registered)	3,424,992	05/13/2008
RENAX (Registered)	2,691,437	02/25/2003
CORTIC-ND EAR DROPS (Registered)	3,379,874	02/12/2008



<u>Trademarks, Tradenames or Service Marks</u>	<u>Registration No.</u>	<u>Registration Date</u>
STROVITE ADVANCE ANTIOXIDANT VITAMIN/MINERAL SUPPLEMENT (Registered)	3,393,794	03/11/2008
TRITUSS-A ORAL DROPS PEDIATRIC FORMULA ANTIHIISTAMINE NASAL DECONGESTANT ANTITUSSIVE (Registered)	3,379,877	02/12/2008
TUSSALL-ER TABLETS ANTIHIISTAMINE DECONGESTANT ANTITUSSIVE (Registered)	3,379,876	02/12/2008
VITAFOL-OB PRENATAL MULTIVITAMIN (Registered)	3,379,875	02/12/2008
TRITUSS -ER CAPLETS EXPECTORANT ANTITUSSIVE DEGONGESTANT (Registered)	3,379,873	02/12/2008
QUALA-DR (Registered)	2,921,316	01/25/2005
TUSSALL-ER (Registered)	2,977,460	07/26/2005
TUSSO-DF (Registered)	2,913,609	12/21/2004
TRITUSS (Registered)	3,095,983	05/23/2006
STROVITE (Registered)	2,447,856	05/01/2001
STROVITE FORTE (Registered)	2,455,180	05/29/2001
CORTIC (Registered)	1,880,348	02/28/1995
STROVITE PLUS (Registered)	1,824,880	03/08/1994
TUSSAFED (Registered)	1,828,015	03/29/1994
VITAFOL (Registered)	1,452,861	08/18/1987
REPAN (Registered)	1,409,152	09/16/1986
Iron-Free STROVITE ADVANCE (Registered)	CTM App. TM No. 004415782	4/25/2006

<u>Trademarks, Tradenames or Service Marks</u>	<u>Registration No.</u>	<u>Registration Date</u>
SELECT-OB (Registered)	CTM App. TM No. 004563334	06/16/2006
FOLPRIN (Registered)	CTM App. TM No. 004739645	11/03/2006
STROVITE ADVANCE Anti-Oxidant Vitamin/Mineral Supplement (Trade Dress) (Registered)	CTM App. TM No. 005443395	10/11/2007
SELECT-OB Prenatal Multivitamins (Trade Dress) (Registered)	CTM App. TM No. 005443445	10/20/2007

Trademark Applications:

<u>Trademarks, Tradenames or Service Marks</u>	<u>Application No.</u>	<u>Filing Date</u>
FOLPRIN (Pending)	78/663,812	07/05/2005
CALCIFOLIC (Pending)	78/367,909	02/13/2004
VITAFOL-OB+DHA (Pending)	77/213,492	06/22/2007
CALCIFOLIC-D CALCIUM / FOLATE / VITAMIN D SUPPLEMENT IN A CHEWABLE CHOCOLATE WAFER (Pending)	77/213,442	06/22/2007
TUSSO-XR (Trade Dress) (pending)	77/213,460	06/22/2007
TUSSO (Pending)	77/421,588	03/13/2008
VITAFOL-OB 100 caplets (Pending)	CTM App. TM No. 004416681	08/04/2005
CALCIFOLIC-D (Trade Dress) (Pending)	CTM App. TM No. 005914668	05/17/2007
VITAFOL-OB+DHA (Pending)	CTM App. TM No. 006538524	12/21/2007
CALCIFOLIC-D (Pending)	CTM App. TM No. 006538871	12/21/2007

<u>Trademarks, Tradenames or Service Marks</u>	<u>Application No.</u>	<u>Filing Date</u>
RENAX 5.5 IMPROVED (Pending)	CTM App. TM No. 006539092	12/21/2007

Trade Names:

On January 9, 2003, Everett Laboratories, Inc. filed a Registration of Alternate Name, a copy of which was provided to Purchaser, to conduct business under the alternate name Quala-Gen for a period of five (5) years. The period is expired and Everett does not currently conduct business under the Quala-Gen trade name.

Common Law Trademarks:

None.

Trademarks Not Currently In Use:

<u>Trademarks, Tradenames or Service Marks</u>	<u>Application No.</u>	<u>Filing Date</u>
CARDIOVITE (Abandoned)	78/491,418	09/29/2004
TUSSO (Abandoned)	78/476,598	08/31/2004
QUALA (Abandoned)	78/476,547	08/31/2004
CALCIFOL (Abandoned)	78/367,901	02/13/2004
QUALA-TLA (Abandoned)	76/522,793	06/09/2003
QUALA-CET (Abandoned)	76/522,629	06/09/2003
QUALA-HC (Abandoned)	76/522,626	06/09/2003
CARDIAFOLIC (Abandoned)	76/363,243	01/24/2002
STROVITE (Abandoned)	74/290,841	07/06/1992
FLORVITE (Canceled)	1,410,092	09/23/1986