

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Chandler Chicco Agency, L.L.C.		08/06/2009	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, Stamford Branch as the Collateral Agent		
<b>Street Address:</b>	677 Washington Blvd.		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Banking Corporation: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77536148	ALLIDURA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(614)464-2634		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(614) 462-5400		
<b>Email:</b>	trademarks@keglerbrown.com		
<b>Correspondent Name:</b>	Stephen C. Barsotti		
<b>Address Line 1:</b>	65 East State Street		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>ATTORNEY DOCKET NUMBER:</b>	30818-5CHANDLERSECASSIGN		
<b>NAME OF SUBMITTER:</b>	Stephen C. Barsotti		
<b>Signature:</b>	/SCB/		

CH \$40.00 77536148

**900140702**

**TRADEMARK  
 REEL: 004041 FRAME: 0917**

Date:

08/11/2009

**Total Attachments: 4**

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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of August 6, 2009 by CHANDLER CHICCO AGENCY, L.L.C. (the "Pledgor") in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of October 5, 2005 (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of their right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademark of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademark; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

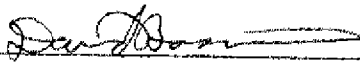
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any

party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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

Very truly yours,

CHANDLER CHICCO AGENCY, L.L.C.

By:   
Name: David Bassin  
Title: Vice President and Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

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

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

party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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

Very truly yours,

CHANDLER CHICCO AGENCY, L.L.C.

By: \_\_\_\_\_  
Name: David Bassin  
Title: Vice President and Secretary

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: Mary E. Evans  
Name: Mary E. Evans  
Title: Associate Director  
Banking Products  
Services, US

By: Irja R. Otsa  
Name: Irja R. Otsa  
Title: Associate Director  
Banking Products  
Services, US

IN Y071677:112

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b><u>Registered Owner</u></b>	<b><u>Service Mark / Trademark</u></b>	<b><u>Registration/ Application No.</u></b>
Chandler Chicco Agency, L.L.C.	ALLIDURA	Registration No.: 77/536,148

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