

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
Hamsard 3044 Limited		05/09/2011	Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Lloyds TSB Bank PLC		
Street Address:	25 Gresham Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2V 7HN		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3906395	PREMIER CARE IN BATHING	
Registration Number:	3924580	PREMIER CARE IN BATHING	
Registration Number:	3759125	SIMPLELIFT	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Co.- J. Paterson		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	773190		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$90.00 3906395

900191503

**TRADEMARK
 REEL: 004538 FRAME: 0433**

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

05/10/2011

Total Attachments: 6

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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):

HAMSARD 3044 LIMITED

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other Company _____

Citizenship (see guidelines) England & Wales

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 05/09/2011

- 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: Lloyds TSB Bank PLC

Internal Address: _____

Street Address: 25 Gresham Street

City: London

State: _____

Country: United Kingdom Zip: EC2V 7HN

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship England

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)

3906395 & 2 others; See Schedule attached

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: Jill C. Ruderfer

Internal Address: c/o Clifford Chance US LLP

Street Address: 31 West 52nd Street

City: New York

State: NY Zip: 10019

Phone Number: 212-878-8022

Fax Number: 212-878-8375

Email Address: jill.ruderfer@cliffordchance.com

6. Total number of applications and registrations involved:

3

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

05/10/2011

Date

Jill C. Ruderfer

Name of Person Signing

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

6

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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement") is entered into and effective this 9th day of May, 2011, by and between Hamsard 3044 Limited, a company incorporated and registered in England and Wales with registered number 58357, whose registered office is at Premier House, Hewell Road, Enfield, Redditch, Worcestershire B97 6BW ("Grantor"), and Lloyds TSB Bank PLC, with a principal place of business at 25 Gresham Street, London EC2V 7HN ("Security Trustee"). Grantor and Secured Party are sometimes collectively referred to herein as the "Parties".

RECITALS

A. Grantor is the owner of the trademarks set forth in **Exhibit A** attached hereto, including without limitation all registrations therefor, all applications for the registration thereof, all common law rights therein, and all goodwill associated therewith.

B. Pursuant to that certain Deed of Debenture, dated 1 April 2011 among the parties hereto and certain additional parties, (the "Security Agreement"), Grantor has granted to the Security Trustee, as agent and security trustee for the Secured Parties (as such terms are defined in the Security Agreement), a first priority lien on and security interest in and to certain assets of the Grantor, including without limitation the trademark assets described in recital paragraph "A" and more fully defined herein below as the "Trademark Collateral".

C. Pursuant to the Security Agreement, the parties hereto wish to confirm Grantor's grant to the Security Trustee of a first priority lien on and security interest in and to the trademark assets described in recital paragraph "A" and more fully defined herein below as the "Trademark Collateral".

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

1. Grantor hereby grants to the Security Trustee, for the benefit of the Secured Parties, and the Security Trustee hereby accepts from the Grantor, a first priority lien on and security interest in and to all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) all of the trademarks referred to in **Exhibit A** hereto, including without limitation all common law rights therein, all registrations therefor, all applications for the registration thereof, all renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademarks;
- (ii) all licenses associated with the use of any of such trademarks;
- (iii) all products and proceeds of the foregoing, including without limitation any claim by or accruing to Grantor against third parties for the past, present or future

infringement, violation, dilution, misuse or misappropriation of any such trademarks, or for injury to the goodwill associated with any such trademarks.

2. This security interest is granted in conjunction with the security interest granted to the Security Trustee for the benefit of the Secured Parties in assets of the Grantor, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Security Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are without prejudice to and without limitation of those rights and remedies of the Security Trustee which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Trademark Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. Subject to paragraph 4 hereof, this Trademark Security Agreement sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by both parties hereto.

7. This Trademark Security Agreement is governed by the trademark laws of the United States of America and the laws of the State of New York, applicable to contracts executed and fully performed within the State of New York, without regard to conflicts or choice of laws principles.

8. This Trademark Security Agreement is effective as of the date and year above first written, regardless of the actual dates of signature of the parties.

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IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed by the Parties' officers thereunto duly authorized on the 9th day of May, 2011.

HAMMARD 3044 LIMITED

Dated: 9 MAY 2011

By: 

Name:

Title:

RICHARD PRICE
GROUP FINANCE DIRECTOR

LLOYDS TSB BANK PLC

Dated: _____

By: _____

Name:

Title:

IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed by the Parties' officers thereunto duly authorized on the 9th day of May, 2011.

HAMSARD 3044 LIMITED

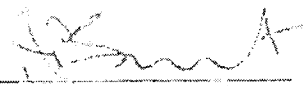
Dated: _____

By: _____

Name:
Title:

LLOYDS TSB BANK PLC

Dated: 9th May 2011

By: 

Name: ANDREW SMITH
Title: MANAGER, LCM

HAMSARD 3044 LIMITED
TRADEMARKS

Mark	Application/ Registration No.	Date of Registration	Class	Status
Premier Care in Bathing & Device	3906395	19 November 2009	11, 35, & 37	Registered
Premier Care in Bathing	3924580	19 November 2009	11, 35, & 37	Registered
SimpleLift	3759125	11 March 2009	11	Registered