

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
H.J. Baker & Bro., Inc.		05/26/2011	CORPORATION: DELAWARE
H.J. Baker Holdings, Inc.		05/26/2011	CORPORATION: DELAWARE
H.J. Baker International, Inc.		05/26/2011	CORPORATION: DELAWARE
Tiger-Sul Products LLC		05/26/2011	LIMITED LIABILITY COMPANY: DELAWARE
Saugatuck Marketing Services, LLC		05/26/2011	LIMITED LIABILITY COMPANY: DELAWARE
H.J. Baker Marketing LLC		05/26/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	HSBC Bank USA, N.A.
Street Address:	452 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	National Banking Association: MARYLAND

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2414078	BAKERBRO.COM
Registration Number:	1733455	H.J. BAKER & BRO., INC.
Registration Number:	3337770	H.J. BAKER'S PRO PLUS
Registration Number:	3873622	METABOLYS
Registration Number:	3137784	PRO-LAK
Registration Number:	1743424	PRO LAK
Registration Number:	2558058	PRO-PAK
Registration Number:	2984855	

OP \$290.00 2414078

Serial Number:	77839548	METABOLYS
Serial Number:	85192975	NUTRI-PAK
Serial Number:	85111348	PRO-PLUS

CORRESPONDENCE DATA

Fax Number: (617)574-7658
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-574-3518
Email: smordas@goulstonstorrs.com
Correspondent Name: Stacey Mordas
Address Line 1: 400 Atlantic Avenue
Address Line 4: Quincy, MASSACHUSETTS 02110-3333

NAME OF SUBMITTER:	Stacey A. Mordas
Signature:	/s/ Stacey A. Mordas
Date:	05/26/2011

Total Attachments: 6
source=HSBC_HJBaker - Trademark Security Agreement Executed#page1.tif
source=HSBC_HJBaker - Trademark Security Agreement Executed#page2.tif
source=HSBC_HJBaker - Trademark Security Agreement Executed#page3.tif
source=HSBC_HJBaker - Trademark Security Agreement Executed#page4.tif
source=HSBC_HJBaker - Trademark Security Agreement Executed#page5.tif
source=HSBC_HJBaker - Trademark Security Agreement Executed#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 26, 2011, is made by each of the entities listed on the signature page hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of HSBC Bank USA, N.A. (“Secured Party”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and between H. J. Baker & Bro., Inc., a Delaware corporation, and Secured Party (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the “Credit Agreement”), Secured Party has agreed to extend credit for the benefit of the Grantors;

WHEREAS, Secured Party is willing to extend credit under the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Secured Party that certain Guarantee and Collateral Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Secured Party this Trademark Security Agreement;

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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Secured Party 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, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States “intent to use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent to use” trademark applications under applicable federal law; provided further that “Trademark Collateral” shall include any Proceeds of any such “intent to use” trademark applications.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured

Party pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by Secured Party and the Grantors.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature pages follow]

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.

GRANTORS:

H. J. BAKER & BRO., INC., a Delaware corporation

By: _____
Name: Jack L. Williams, Jr.
Title: Vice President and Chief Financial Officer

H. J. BAKER HOLDINGS, INC., a Delaware corporation

By: _____
Name: Jack L. Williams, Jr.
Title: Vice President and Treasurer

H. J. BAKER INTERNATIONAL, INC., a Delaware corporation

By: _____
Name: Jack L. Williams, Jr.
Title: Vice President and Treasurer

TIGER-SUL PRODUCTS LLC, a Delaware limited liability company

By: _____
Name: Jack L. Williams, Jr.
Title: Vice President and Treasurer

SAUGATUCK MARKETING SERVICES, LLC, a Delaware limited liability company

By: _____
Name: Jack L. Williams, Jr.
Title: Vice President and Treasurer


H. J. BAKER MARKETING LLC, a Delaware limited liability company

By: _____
Name: Jack L. Williams, Jr.
Title: Vice President, Treasurer and CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

HSBC BANK USA, N.A.,
as Secured Party

By: 
Name: John Athanasoulis
Title: Assistant Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


TRADEMARK
REEL: 004549 FRAME: 0260

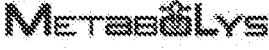
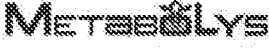
**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration Number	Date	Country
H.J. Baker & Bro., Inc.	AQUA-PAK	827001967	30-Oct-07	Brazil
H.J. Baker & Bro., Inc.	AQUA-PAK	4416988	7-Apr-09	China
H.J. Baker & Bro., Inc.	AQUA-PAK	916196	20-Jan-06	Mexico
H.J. Baker & Bro., Inc.	AQUA-PAK	232216	7-Jan-04	Thailand
H.J. Baker & Bro., Inc.	BAKERBRO.COM	2,414,078	19-Dec-00	United States
H.J. Baker & Bro., Inc.	H.J. BAKER & BRO., INC.	1,733,455	17-Nov-92	United States
H.J. Baker & Bro., Inc.	H.J. BAKER'S PRO PLUS	3,337,770	20-Nov-07	United States
H.J. Baker & Bro., Inc.	METABOLYS	3,873,622	9-Nov-10	United States
H.J. Baker & Bro., Inc.	PRO-LAK	3,137,784	5-Sep-06	United States
H.J. Baker & Bro., Inc.	PRO-LAK & Design (Class 31) 	1,743,424	29-Dec-92	United States
H.J. Baker & Bro., Inc.	PRO-PAK (Class 31)	2,558,058	9-Apr-02	United States
H.J. Baker & Bro., Inc.	PRO-PAK	663,675	30-Nov-95	Italy
H.J. Baker & Bro., Inc.	PRO-PAK	293715	15-Jul-94	Republic of Korea
H.J. Baker & Bro., Inc.	PRO-PAK	459627	9-May-94	Mexico
H.J. Baker & Bro., Inc.	PRO-PAK	61029	22-Jun-95	Philippines
H.J. Baker & Bro., Inc.	PRO-PAK	231001	9-Mar-11	Pakistan
H.J. Baker & Bro., Inc.	PRO-PAK	20356	22-Apr-93	Romania
H.J. Baker & Bro., Inc.	PRO-PAK	355015	15-Jul-08	Russian Federation
H.J. Baker & Bro., Inc.	Ship Design	2,984,855	16-Aug-05	United States

TRADEMARK APPLICATIONS

Grantor	Mark	Application Number	Date	Country
H.J. Baker & Bro., Inc.	METABOLYS	1079280	31-Mar-10	Mexico
H.J. Baker & Bro., Inc.	METABOLYS	1,478,574	27-Apr-10	Canada
H.J. Baker & Bro., Inc.	METABOLYS & Design 	77/839,548	1-Oct-09	United States

Grantor	Mark	Application Number	Date	Country
H.J. Baker & Bro., Inc.	METABOLYS & Design 	1079281	31-Mar-10	Mexico
H.J. Baker & Bro., Inc.	METABOLYS & Design 	1,478,576	27-Apr-10	Canada
H.J. Baker & Bro., Inc.	NUTRI-PAK	85/192,975	8-Dec-10	United States
H.J. Baker & Bro., Inc.	PRO-PAK	51020		Bangladesh
H.J. Baker & Bro., Inc.	PRO-PLUS	85/111,348	19-Aug-10	United States

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]