

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
Romark Laboratories, L.C.		07/29/2011	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Paul Capital Fund Management, L.L.C.		
Street Address:	50 California Street, Suite 3000		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2812956	ALINIA	
CORRESPONDENCE DATA			
Fax Number:	(646)710-1060		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2124081060		
Email:	bbarrera@chadboume.com		
Correspondent Name:	Jean Migdal		
Address Line 1:	30 Rockefeller Plaza		
Address Line 2:	31st Floor		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	15145-038 (SCTY AGMT)		
NAME OF SUBMITTER:	Brigitte Barrera		
Signature:	/Brigitte Barrera/		

CH \$40.00 2812956

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**TRADEMARK
 REEL: 004594 FRAME: 0340**

Date:

07/29/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT, dated as of July 29, 2011, by the undersigned Grantor, as a Grantor under the Security Agreement referred to below (the “**Grantor**”), in favor of Paul Capital Fund Management, L.L.C., as Administrative Agent under the Loan Agreement referred to below (together with its successors and assigns in such capacity, the “**Administrative Agent**”) for the benefit of the Secured Parties.

PRELIMINARY STATEMENTS

WHEREAS, pursuant to the Term Loan Agreement dated as of July 29, 2011 (as the same may be amended, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among Romark Laboratories, L.C., as the Borrower, the Lenders party thereto and the Administrative Agent, the Initial Lender (as defined in the Loan Agreement) agreed to make an extension of credit to the Borrower upon the terms and conditions set forth in the Loan Agreement; and

WHEREAS, the undersigned Grantor is a party to a Pledge and Security Agreement as of July 29, 2011, in favor of the Administrative Agent (as the same has been amended to the date hereof and may hereafter be amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”) pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and the agreement, provisions and covenants contained in the Loan Agreement and the Security Agreement, the undersigned Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Capitalized terms used but not otherwise defined herein are used herein with the meaning given them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution


of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

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 Administrative Agent pursuant to the Security Agreement and the undersigned Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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.

IN WITNESS WHEREOF, the undersigned 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.

ROMARK LABORATORIES, L.C.,
as a Grantor


By: 
Name: William S. Myers
Title: President and CEO

[Signature Page to Trademark Security Agreement]

Accepted and Agreed
as of the date first above written:

PAUL CAPITAL FUND MANAGEMENT, L.L.C.,
as Administrative Agent

By: Paul Capital Advisors, L.L.C.,
its Manager

By: 
Name: Lionel Leventhal
Title: Manager

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Trademarks and Trademark Licenses

Country	Mark	Registration No.
United States of America	ALINIA	2,812,956
Argentina	ALINIA	1,990,140
Benelux	ALINIA	0 731 006
Bolivia	ALINIA	6300
Brazil	ALINIA	825157242
Chile	ALINIA	783.774
Colombia	ALINIA	338908
Costa Rica	ALINIA	143984
Dominican Republic	ALINIA	138176
Ecuador	ALINIA	133135
El Salvador	ALINIA	173
Guatemala	ALINIA	133209
Honduras	ALINIA	91166
Madrid Convention countries	ALINIA	806515
Mexico	ALINIA	825,496*
Nicaragua	ALINIA	2003-001340
Panama	ALINIA	126982
Paraguay	ALINIA	263257
Peru	ALINIA	89378
Uruguay	ALINIA	731006

Country	Mark	Registration No.
Venezuela	ALINIA	1267453*

* Applications, not yet registered