

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
P & L Development of New York Corporation		07/29/2011	CORPORATION: NEW YORK
PLD Acquisitions LLC		07/29/2011	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Chase Capital Corporation
Street Address:	10 S. Dearborn St., Mail Code IL 1-0548
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2003
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2158098	OUR SPECIAL VALUE
Registration Number:	3100048	PAL ...A NATURAL DECISION! PAN AMERICAN LABS A PHARMED GROUP COMPANY
Registration Number:	3731719	AVÉMA PHARMA SOLUTIONS
Registration Number:	2479483	HEALTHY JOINTS

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-201-3865
 Email: sharon.patterson@goldbergkohn.com
 Correspondent Name: Sharon Patterson, Paralegal
 Address Line 1: c/o Goldberg Kohn Ltd., 55 E Monroe St.
 Address Line 2: Ste 3300
 Address Line 4: Chicago, ILLINOIS 60603

TRADEMARK

900198413

REEL: 004594 FRAME: 0361

OP \$115.00 2158098

ATTORNEY DOCKET NUMBER:	6923.014
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	07/29/2011
Total Attachments: 5 source=trademark#page1.tif source=trademark#page2.tif source=trademark#page3.tif source=trademark#page4.tif source=trademark#page5.tif	

TRADEMARK SECURITY AGREEMENT

WHEREAS P & L Development of New York Corporation, a New York corporation, and PLD Acquisitions LLC, a Florida limited liability company (collectively, the "Pledgors"), are collectively the owners and users of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (together with any other trademarks or trademark applications now or hereafter acquired by any Pledgor, collectively, the "Trademarks");

WHEREAS the Pledgors have entered into that certain Credit Agreement dated as of July 29, 2011 (together with all amendments and other modifications, if any, from time to time hereafter made thereto, the "Credit Agreement") with Chase Capital Corporation (the "Lender") and such other Persons from time to time party thereto as lenders;

WHEREAS to secure the Obligations under the Credit Agreement, the Pledgors have entered into that certain Pledge and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Lender, pursuant to which the Pledgors have granted to the Lender a security interest in all assets of the Pledgors, including, without limitation, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of each Pledgor's right, title and interest in the Trademarks;

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

Each Pledgor hereby reconfirms the terms of the Security Agreement. Each Pledgor further hereby pledges and mortgages to the Lender, and grants to the Lender a security interest in, such Pledgor's right, title and interest in and to the Trademarks, together with the entire good will of such Pledgor's business and all other general intangibles connected with the use of and symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of such Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgors hereunder secures the payment of all Obligations under and as defined in each of the Credit Agreement and all other Financing Documents (as defined in the Credit Agreement), in each case, now or hereafter existing under or in respect of the Credit Agreement and the other Financing Documents.

The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

This Trademark Security Agreement has been entered into in connection with the Security Agreement, and the Pledgors and the Lender hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

This Trademark Security Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

If any Pledgor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Pledgors shall give prompt notice in writing to Lender with respect to any such new Trademarks. Pledgors hereby authorize Lender to unilaterally modify this Trademark Security Agreement by amending Schedule A to include such new Trademarks on Schedule A. However, no failure to so modify Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademarks, whether or not listed on Schedule A.

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IN WITNESS WHEREOF, each of the Pledgors and the Lender have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 29th day of July, 2011.

PLEDGORS:

P & L DEVELOPMENT OF NEW YORK CORPORATION, a New York corporation

By: [Signature]
Name: MITCHELL SMY
Title: PRESIDENT CEO

PLD ACQUISITIONS LLC, a Florida limited liability company

By: P & L Development of New York Corporation, its Member/Manager

By: [Signature]
Name: MITCHELL SMY
Title: PRESIDENT CEO

LENDER:

CHASE CAPITAL CORPORATION

By: _____
Name: W. Robert Felker
Title: Chief Operating Officer

IN WITNESS WHEREOF, each of the Pledgors and the Lender have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 29th day of July, 2011.

PLEDGORS:

P & L DEVELOPMENT OF NEW YORK CORPORATION, a New York corporation

By: _____
Name: _____
Title: _____

PLD ACQUISITIONS LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

LENDER:

CHASE CAPITAL CORPORATION


By: _____
Name: W. Robert Felker
Title: Chief Operating Officer

SCHEDULE A

MARK	SERIAL NO.	REGISTRATION NO.	DATE	GRANTOR
Our Special Value	75111759	2158098	5/19/98	P & L Development of New York Corporation
PAL . . . A Natural Decision! Pan American Labs a Pharmed Group Company	78458238	3100048	6/6/06	PLD Acquisitions LLC
Avema Pharma Solutions	76685661	3731719	12/29/09	P & L Development of New York Corporation
Healthy Joints	75927698	2479483	8/21/01	PLD Acquisitions LLC

Schedule A