

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
THINADDICTIVES INC.		01/17/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	2000 S. Naperville Rd.		
City:	Wheaton		
State/Country:	ILLINOIS		
Postal Code:	60189		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2893888	THINADDICTIVES	
CORRESPONDENCE DATA			
Fax Number:	(312)759-5646		
Phone:	312-357-1313		
Email:	msweetin@btlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Timothy S. McFadden		
Address Line 1:	BARNES & THORNBURG LLP		
Address Line 2:	P.O. Box 2786		
Address Line 4:	Chicago, ILLINOIS 60690-2786		
ATTORNEY DOCKET NUMBER:	22832-117		
NAME OF SUBMITTER:	Timothy S. McFadden		
Signature:	/Timothy S. McFadden/		

Date:

01/18/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 17, 2012, by THINADDICTIVES INC., a corporation organized under the federal laws of Canada ("Grantor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent ("Administrative Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, Administrative Agent and the lenders ("Lenders") from time to time party thereto (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Administrative Agent and Lenders have agreed to make Loans for the benefit of Grantor;

WHEREAS, Administrative Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement of even date herewith (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of Lenders, 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, 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 Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, on behalf of itself and the ratable benefit of the Lenders, a continuing first priority security interest in all of 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 renewals of the foregoing;
- (c) all goodwill of the business symbolized by each such Trademark; and
- (d) all proceeds of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby

acknowledges and affirms that the rights and remedies of 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 the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. 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.

[signature page follows]

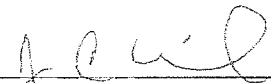
IN WITNESS WHEREOF, Grantor and the Administrative Agent have executed this Trademark Security Agreement as of the date first set forth above.

THINADDICTIVES INC., a corporation organized under the federal laws of Canada

By: Rodney T Middle
Name: Rodney Middle
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: 
Name: JAMES C. VAIL
Title: VP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS & PENDING TRADEMARK APPLICATIONS

Trademark	Application Date	Application Number	Registration Date	Registration No.
Thinaddictives	November 21, 2002	78187664	October 12, 2004	2893888