

## 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
GENASCIS, LLC		01/06/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3755966	GENASCIS	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.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:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	214338-00030		
NAME OF SUBMITTER:	Carole Dobbins		
Signature:	/Carole Dobbins/		

CH \$40.00 3755966

Date:

01/18/2012

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of this 6th day of January, 2012 by **GENASCIS, LLC**, a Delaware limited liability company ("**Grantor**"), in favor of **MADISON CAPITAL FUNDING LLC**, in its capacity as Agent for the Lenders parties to the Credit Agreement (defined below) (in such capacity, "**Grantee**"):

### W I T N E S S E T H

WHEREAS, Abeo Management Corporation, a Delaware corporation ("**Borrower**"), has entered into that certain Amended and Restated Credit Agreement, dated September 30, 2008 (as has been and may further be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") with Agent and the Lenders party thereto providing for extensions of credit and other financial accommodations (collectively, the "Loans") to be made to Borrower.

WHEREAS, as a condition precedent to the making of the Loans by Agent and Lenders, Grantor has agreed to guaranty the obligations of Borrower under the Credit Agreement pursuant to that certain Guarantee and Collateral Agreement dated as of November 30, 2007 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Guarantee and Collateral Agreement") in favor of Agent and, as security for Grantor's obligations thereunder, granted in favor of Agent, for its benefit and the benefit of Lenders a security interest and lien upon all or substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a)

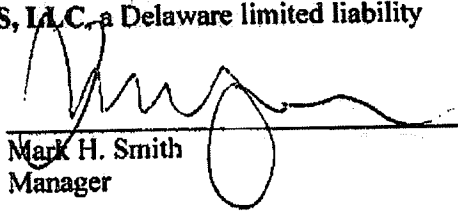
infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

**- Remainder of Page Intentionally Left Blank; Signature Page Follows -**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GENASCIS, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Mark H. Smith  
Its: Manager



Agreed and Accepted  
As of the date first written above.

**MADISON CAPITAL FUNDING LLC**,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GENASCIS, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Mark H. Smith  
Its: Manager

Agreed and Accepted  
As of the date first written above.

**MADISON CAPITAL FUNDING LLC**,  
as Agent

By:   
Name: Faraz Kamran  
Its: Director

Trademark Security Agreement (ABEO)

**TRADEMARK**  
**REEL: 004699 FRAME: 0828**

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
GENASCIS	3755966	02-MAR-2010

**TRADEMARK APPLICATIONS**

None.