

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
WPI Acquisition Corp.		03/06/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC		
Street Address:	6 East 43rd Street, 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3876100	PEOPLE WITH A PURPOSE WOODBURY HEALTH PRODUCTS	
Registration Number:	3876101	PEOPLE WITH A PURPOSE	
CORRESPONDENCE DATA			
Fax Number:	(617)574-7658		
Phone:	617-574-3518		
Email:	smordas@goulstonstorr.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:	Stacey Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Stacey A. Mordas		
Signature:	/s/ Stacey A. Mordas		
Date:	03/06/2012		

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TRADEMARK

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of March 6, 2012, is made by WPI ACQUISITION CORP. (dba Woodbury Health Products) (the “Grantor”), in favor of ABACUS FINANCE GROUP, LLC, as Agent for the Secured Parties (as defined in the Collateral Agreement referenced below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among WPI Holdings Corp., a Delaware corporation (“Borrower”), Agent and the Lenders party thereto (as amended, supplemented, restated or otherwise modified from time to time, the “Credit Agreement”), the Secured Parties have severally agreed to extend credit to Borrower for the benefit of the Grantor and other affiliates of Borrower;

WHEREAS, the Secured Parties are willing to extend credit under the Credit Agreement, but only upon the condition, among others, that the Grantor, a subsidiary of Borrower, the Borrower and certain other affiliates of Borrower shall have executed and delivered to Agent, for the ratable benefit of the Secured Parties, that certain Guarantee and Collateral Agreement of even date herewith (as amended, supplemented, restated or otherwise modified from time to time, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, the Grantor is required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, 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, the 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. The Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of the 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 1 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 the 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 Agent, for

the ratable benefit of the Secured Parties, pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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 the Agent and the Grantor.

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 page follows]

Each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

WPI ACQUISITION CORP. and as doing business as
Woodbury Health Products

By: 

Name: Oliver T. Moses
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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Each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.


GRANTOR:

WPI ACQUISITION CORP. (dba Woodbury Health Products)

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent

By:  _____
Name: Sean McKeever
Title: Senior Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration Number	Registration Date
WPI Acquisition Corp. dba Woodbury Health Products	PEOPLE WITH A PURPOSE WOODBURY HEALTH PRODUCTS (and Design)	3,876,100	11/16/2010
WPI Acquisition Corp. dba Woodbury Health Products	PEOPLE WITH A PURPOSE	3,876,101	11/16/2010

TRADEMARK APPLICATIONS

Grantor	Mark	Application Number	Date
None			