

900218553 03/28/2012

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.103/28/2012  
900218553

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PDR NETWORK, LLC		03/23/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	Two Tower Center Boulevard		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	UNINC. ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	2648772		
Registration Number:	3326034	HCNN	
Registration Number:	2810512	HEART PROFILERS	
Registration Number:	2640961	MOBILEPDR	
Registration Number:	1908219	PDR	
Registration Number:	0626997	PDR	
Registration Number:	3182638	PDR CONCISE PRESCRIBING GUIDE	
Registration Number:	1811534	PDR FAMILY GUIDE TO PRESCRIPTION DRUGS	
Registration Number:	1909957	PDR FAMILY GUIDES	
Serial Number:	77915607	PDR NETWORK	
Registration Number:	3547340	PDR ON-DEMAND	
Registration Number:	2567769	PDR.NET	
Registration Number:	3783654	PDRHEALTH PHYSICIANS' DESKTOP REFERENCE	
Registration Number:	3109266	PDRXPRESS	

OP \$565.00 2648772

Serial Number:	85124454	PHARMEHR
Registration Number:	1908218	PHYSICIANS' DESK REFERENCE
Registration Number:	0686664	PHYSICIANS' DESK REFERENCE
Registration Number:	0626998	PHYSICIANS DESK REFERENCE
Registration Number:	1909784	POCKET PDR
Registration Number:	3158666	PRESCRIBE WITH PRECISION
Registration Number:	2035094	THE PDR FAMILY GUIDE TO NUTRITION AND HEALTH
Registration Number:	3239143	TIME TO PDR IT

## CORRESPONDENCE DATA

Fax Number: (215)981-4750

Phone: 215.981.4302

Email: olszykc@peppertlaw.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Christopher D. Olszyk, Jr.

Address Line 1: Eighteenth &amp; Arch Streets

Address Line 2: 3000 Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 138670.5

NAME OF SUBMITTER: Christopher D. Olszyk, Jr.

Signature: /cdo/

Date: 03/28/2012

## Total Attachments: 9

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## Rider to Security Agreement – Trademarks



**THIS RIDER TO SECURITY AGREEMENT ("Rider")** is executed as of this 23 day of March, 2012, by and between **PDR NETWORK, LLC, PDR EQUITY, LLC and PDR DISTRIBUTION, LLC** (individually and collectively, the "**Grantor**") with an address at 5 Paragon Drive, Montvale, NJ 07645 and **PNC BANK, NATIONAL ASSOCIATION** (the "**Bank**"), with an address at Two Tower Center Boulevard, East Brunswick, NJ 08816. This Rider is incorporated into and made part of that certain Security Agreement ("**Security Agreement**") between the Grantor and the Bank dated March 23, 2012, and also into certain other financing documents and security agreements executed by and between the Grantor and the Bank or by and between the Borrower (as defined in the Security Agreement) and the Bank (all such documents including this Rider being collectively referred to as "**Loan Documents**"). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Grantor has adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "**Trademarks**").

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

**NOW, THEREFORE**, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, the Grantor grants a lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of the Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. **Representations and Warranties.** The Grantor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Grantor, have not been adjudged invalid or unenforceable, and to the best of the Grantor's knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (d) the Grantor has the unqualified right to enter into this Rider and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (f) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks; and (g) the Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned (except to the extent that Grantor reasonably deems it to be practical and in Grantor's best business interest and so long as the decision to not maintain any such Trademarks is not materially adverse to the interests of the Bank), unenforceable, avoided, avoidable or otherwise

diminished in value, and shall notify the Bank immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. **Verification of Quality Control.** The Grantor hereby grants to the Bank and its employees and agents the right to visit the Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure the Grantor's compliance with paragraph 2(f).

4. **Covenants.** The Grantor further covenants to the Bank that until all of the Obligations have been satisfied in full: (a) the Grantor shall maintain the Trademarks in full force and effect, except to the extent the Grantor reasonably decides that any Trademarks are not economically desirable for the conduct of Grantor's business and so long as the failure to maintain such Trademarks is not materially adverse to the interests of the Bank; (b) the Grantor will not enter into any agreements which are inconsistent with the Grantor's obligations under this Rider or which restrict or impair the Bank's rights hereunder; and (c) if the Grantor acquires rights to any new non-intent-to-use Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank written notice thereof within thirty (30) days after Grantor acquires any such rights along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

5. **Exclusive Use of Trademarks.** So long as this Rider is in effect and so long as the Grantor has not received notice from the Bank that an Event of Default has occurred under the Loan Documents and that the Bank has elected to exercise its rights to assignment hereunder consistent with the Security Agreement, the Grantor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. **Negative Pledge.** The Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Bank. The Grantor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of the Bank in and to any of the Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever.

7. **No Additional Trademarks.** As of the date hereof, the Grantor does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

8. **Pledge of Additional Trademarks.** In the event the Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which the Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Grantor shall promptly, but in no event more than thirty (30) days subsequent to such filing, notify the Bank thereof, and, upon request of the Bank shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the

Bank may reasonably request to evidence the Bank's interest in such Trademark and the goodwill of the Grantor associated thereto or represented thereby. The Grantor hereby grants the Bank a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Rider by amending Schedule A, as applicable, to include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider.

**9. Remedies Upon Default.** (a) Anything herein contained to the contrary notwithstanding, if and while or an Event of Default exists under the Loan Documents (subject to the proviso to the last paragraph of Section 6 of the Loan Agreement), the Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of an Event of Default under the Loan Documents and while such Event of Default exists (subject to the proviso to the last paragraph of Section 6 of the Loan Agreement), the Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably request to assign all rights in the Trademarks to the Bank, which documents shall be held by the Bank, until the occurrence of an Event of Default hereunder or under the Loan Documents (subject to the proviso to the last paragraph of Section 6 of the Loan Agreement). After such occurrence (subject to the proviso to the last paragraph of Section 6 of the Loan Agreement), the Bank may, at its sole option, record such documents with the Patent and Trademark Office.

**10. Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

**11. Inconsistent with Security Agreement.** All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

**12. Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents, the Bank shall execute and deliver to the Grantor all documents necessary to re-vest all rights in and to the Trademarks in the Grantor and/or terminate any interest of the Bank therein.

**13. Prosecution of Trademark Applications.** (a) Subject to the terms of the Loan Documents, to the extent that Grantor reasonably deems it to be practical and in Grantor's best business interest and whenever the failure to do so would be materially adverse to the interests of the Bank, the Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any material infringement of the Trademarks, and upon reasonable request of the Bank, the Grantor shall make federal application on registrable but unregistered trademarks belonging to the Grantor. Any reasonable expenses incurred in connection with such applications or

defense of said Trademarks shall be borne by the Grantor. The Grantor shall not abandon any material Trademark without the written consent of the Bank.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if the Grantor deems it necessary or after an Event of Default under the Loan Documents (subject to the proviso to the last paragraph of Section 6 of the Loan Agreement), be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

**14. Responsibility and Liability.** The Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Bank and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any of the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Bank under any License for any sum owing thereunder, or to enforce any provisions of such License, the Grantor will indemnify and keep the Bank harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such Obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Bank.

**15. Bank's Rights.** Upon occurrence and during continuance of an Event of Default (subject to the proviso to the last paragraph of Section 6 of the Loan Agreement), the Bank may, in its sole discretion, pay any amount or do any act required of the Grantor hereunder or requested by the Bank to preserve, defend, protect, maintain, record or enforce the Grantor's obligations contained herein, the Obligations of the Grantor to the Bank, the Trademarks, or the right, title and interest granted the Bank herein, and which the Grantor fails to do or pay, and any such payment shall be deemed an advance by the Bank to the Grantor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

**16. Protection of the Trademarks.** The Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, the Grantor shall promptly notify the Bank of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Bank, shall join with the Bank, at the Grantor's expense, in such action as the Bank, in its reasonable discretion, may deem advisable for the protection of the Bank's interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.

**17. Additional Remedies.** Upon the occurrence of an Event of Default under the Loan Documents (subject to the proviso to the last paragraph of Section 6 of the Loan Agreement), the Bank may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Bank's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

**18. Governing Law.** THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

19. **Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

[Signature]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Include title only if an officer of entity signing to the right)

PDR NETWORK, LLC  
By: PDR Equity, LLC, its sole member

By: [Signature]

Print Name: Dawn Carfora

Title: CEO

WITNESS / ATTEST:

[Signature]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Include title only if an officer of entity signing to the right)

PDR EQUITY, LLC

By: [Signature]

Print Name: Dawn Carfora

Title: CEO

WITNESS / ATTEST:

[Signature]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Include title only if an officer of entity signing to the right)

PDR DISTRIBUTION, LLC  
By: PDR Network, LLC, its sole member  
By: PDR Equity, LLC, its sole member

By: [Signature]

Print Name: Dawn Carfora

Title: CEO

PNC BANK, NATIONAL ASSOCIATION

By: [Signature]

Print Name: Virginia Alling

Title: Managing Director

**SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS**

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>
Design - (family of four) ESPECIALIDADES FARMACEUTICAS ORIGINALES P.D.R.	2648772	United States of America	12-Nov-2002
ESPECIALIDADES FARMACEUTICAS ORIGINALES PDR	866182	Mexico	28-Jan-2005
GETTING WELL NETWORK	81557	Peru	04-Jul-2002
HCNN	2639998	United States of America	22-Oct-2002
HEART PROFILERS & Design	3326034	United States of America	30-Oct-2007
IHEALTH & Design	2810512	United States of America	03-Feb-2004
IHEALTH ALLIANCE & Design	3380577	United States of America	12-Feb-2008
MEETINGS ON DEMAND	3412785	United States of America	15-Apr-2008
MOBILEPDR	2593126	United States of America	09-Jul-2002
PDR	2640961	United States of America	22-Oct-2002
PDR	1511263	Argentina	31-Mar-1994
PDR	879404	Australia	10-May-2004
PDR	TMA104,221	Canada	24-Aug-1956
PDR	944357	China (Peoples Republic)	14-Feb-1997
PDR	627356	European Community	16-Dec-1998
PDR	B15536/99	Hong Kong	06-Dec-1999
PDR	4303412	Japan	06-Aug-1999
PDR	302973	New Zealand	18-Dec-1998
PDR	50670	Peru	24-Nov-1998
PDR	98/22922	South Africa	09-Sep-2002
PDR	1908219	United States of America	01-Aug-1995
PDR	626997	United States of America	15-May-1956
PDR CONCISE PRESCRIBING GUIDE	3182638	United States of America	12-Dec-2006
PDR FAMILY GUIDE TO PRESCRIPTION DRUGS	398 24 878	Germany	22-Jun-1998
PDR FAMILY GUIDE TO PRESCRIPTION DRUGS	1811534	United States of America	14-Dec-1993



PDR FAMILY GUIDE TO WOMEN'S HEALTH	398 24 876	Germany United States of America	22-Jun-1998
PDR FAMILY GUIDES (& design)	1909957	United States of America	08-Aug-1995
PDR NETWORK	4115444	United States of America	20-Mar-2012
PDR ON-DEMAND	3547340	United States of America	16-Dec-2008
PDR PHYSICIANS' DESK REFERENCE	1005790	Australia	31-Jan-2005
PDR PHYSICIANS' DESK REFERENCE	-364298	Ecuador	23-Jan-2008
PDR PHYSICIANS' DESK REFERENCE	B15261/2000	Hong Kong	21-Dec-1998
PDR PHYSICIANS' DESK REFERENCE	302972	New Zealand	04-Apr-2002
PDR PHYSICIANS' DESK REFERENCE - Commercial Name	-625446	Ecuador United States of America	14-Feb-2008
PDR.NET	2567769	United States of America	07-May-2002
PDRHEALTH PHYSICIANS' DESKTOP REFERENCE	3783654	United States of America	04-May-2010
PDRXPRESS	3109266	United States of America	27-Jun-2006
PHARMEHR	85/124454 <sup>1</sup>	United States of America	09-Sep-2010
PHYSICIANS' DESK REFERENCE	821427040	Brazil	17-Sep-2002
PHYSICIANS' DESK REFERENCE	TMA200,973	Canada	09-Aug-1974
PHYSICIANS' DESK REFERENCE	1.593.401	France	22-May-1990
PHYSICIANS' DESK REFERENCE	608651	Mexico	30-Apr-1999
PHYSICIANS' DESK REFERENCE	50669	Peru	24-Nov-1998
PHYSICIANS' DESK REFERENCE	98/22902	South Africa	03-Jan-2002
PHYSICIANS' DESK REFERENCE	1908218	United States of America	01-Aug-1995
PHYSICIANS' DESK REFERENCE	686664	United States of America	13-Oct-1959
PHYSICIANS' DESK REFERENCE	626998	United States of America	13-May-1956
POCKET PDR	1909784	United States of America	08-Aug-1995
PRESCRIBE WITH PRECISION	3158666	United States of America	17-Oct-2006
THE PDR FAMILY GUIDE TO NUTRITION AND HEALTH	2035094	United States of America	04-Feb-1997
TIME TO PDR IT	3239143	United States of America	08-May-2007
VADEMECUM DE MEDICAMENTOS DE INVESTIGACION P.D.R.	995510	Mexico	27-Jul-2007

<sup>1</sup> This trademark has not yet been registered. The application for "PHARMEHR" was filed on September 9, 2010 under Serial No. 85/124454.

VADEMECUM DE MEDICAMENTOS  
DE INVESTIGACION PDR

81525

Peru

02-Jul-2002