

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
W. F. YOUNG, INCORPORATED		05/18/2012	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	PREMIER EQUINE HEALTH PRODUCTS, LLC		
Street Address:	18070 Raymond Road		
City:	Marysville		
State/Country:	OHIO		
Postal Code:	43040-8046		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85483393	MAGIC CUSHION	
CORRESPONDENCE DATA			
Fax Number:	4137334543		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(413) 736-5401		
Email:	mdionne@ip-lawyers.com		
Correspondent Name:	MCCORMICK, PAULDING & HUBER LLP		
Address Line 1:	185 Asylum Street, CityPlace II		
Address Line 4:	Hartford, CONNECTICUT 06103		
ATTORNEY DOCKET NUMBER:	6000-312		
NAME OF SUBMITTER:	Kevin H. Vanderleeden, Esq.		
Signature:	/Kevin H. Vanderleeden/		

Date:

05/18/2012

Total Attachments: 6

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COLLATERAL ASSIGNMENT
OF INTELLECTUAL PROPERTY RIGHTS

THIS COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (the "Assignment") is made as of May 18, 2012 by and between by and among W.F. Young, Incorporated, a Massachusetts corporation ("W.F. Young" or "Assignor"); and Premier Equine Health Products, LLC, a Ohio limited liability company ("Premier" or "Assignee"). The Assignee and Assignor collectively may be referred to as the "parties" or each as a "party."

WHEREAS, the parties hereto have entered into an Agreement dated ^{24 OF} May 18, 2012, whereby W.F. Young has acquired all assets from Premier useful in the operation of Premier's business ("Asset Purchase Agreement").

WHEREAS, upon the terms and conditions set forth herein, Assignor desires to assign to Assignee all of the intellectual property used or useful in the operation of the business, including, but not limited to, the intellectual property set forth on Exhibit A attached hereto (the "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. Assignor does hereby transfer and assign unto the Assignee as security, but not as an ownership interest, all right, title, and interest, in and to the Intellectual Property together with goodwill of the business in the goods in respect of which the Intellectual Property is registered, applied for and has been used, to have and to hold the Intellectual Property unto the Assignee from the date hereof until duly released by Assignee.

2. Authorization. Assignor further authorizes the Commissioner of Patents and Trademarks to record this Assignment as a continuing lien and security interest on all trademarks other Intellectual Property assigned to Assignee hereunder as collateral, and upon receipt of written notice from Assignee that a Default or an Event of Default under any of the Debenture has occurred, to record title thereto as the property of the Assignee, its successors, legal representatives, and assigns in accordance with the terms of this Assignment, and to issue the same to the Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this instrument.

3. Further Assurances. Assignor further covenants and agrees each of its successors, legal representatives, and assigns that it will communicate to Assignee, its successors, legal representatives and assigns, any facts known to it with respect the Intellectual Property transferred pursuant hereto, cooperate in any legal proceeding regarding the Intellectual Property transferred pursuant hereto, sign all papers, make all rightful oaths and generally provide reasonable assistance and deliver all additional instruments or documents to carry out the intent and perfect the rights granted in this instrument, and that Assignor shall use its best efforts to cause its employees, officers, or other individuals, as applicable, to carry out such acts.

4. Release By Assignee. Assignee hereby covenants and agrees to release Assignor from this Collateral Assignment contingent only upon receipt of the Third Payment of the Purchase Price as those terms are defined in Section 2 of said Asset Purchase Agreement. Assignee further covenants and agrees to sign all papers and generally provide reasonable assistance and deliver all additional instruments or documents to carry out the intent and perfect the rights granted

by said release, and that Assignor shall use its best efforts to cause its employees, officers, or other individuals, as applicable, to carry out such acts.

5. Waiver. The failure, with or without intent, of any party to insist upon the performance (in strict conformity with the literal requirements) by the other party of any term or stipulation of this Assignment, shall not be treated or deemed to constitute a modification of any terms or stipulations of this Assignment. Nor shall such failure or election be deemed to constitute a waiver of the right of such Party at any time whatsoever thereafter to insist upon performance by the other party strictly in accordance with any terms or provisions hereof.

All terms, conditions and obligations under this Assignment shall remain in full force and effect at all times during the subsistence of this Assignment except where otherwise amended or modified by them by mutual written agreement.

6. Binding Effect. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns and legal representatives. This Assignment is not intended, and shall not be construed, deemed or interpreted, to confer on any person not a party hereto any rights or remedies hereunder.

7. Representations and Warranties. Assignor hereby represents and warrants that it has the necessary power and authority to enter into this Assignment. Assignor represents and warrants that to the knowledge of Assignor, Assignor is the proper owner of the entire right, title, and interest in and to the Intellectual Property and that it holds all rights necessary to assign the Intellectual Property to Assignee, free and clear of any liens, security interests, or

encumbrances. Furthermore, Assignor represents and warrants that to the best of its knowledge there are no claims, or to the knowledge of Assignor, threats of claims, that any Intellectual Property is invalid or unenforceable or that the use of any of the Intellectual Property rights infringes or will infringe the intellectual property rights of any third party. Assignor represents and warrants that to the best of its knowledge the consummation of the transactions contemplated by this Assignment will not result in the loss or impairment of any Intellectual Property right.

8. Effective Date. This Assignment shall be effective immediately upon execution and delivery by both parties hereto.

9. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10. Governing Law. This Assignment shall be deemed to be made under and shall be construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to the principals of conflict of laws thereof. Each of the parties consents to the jurisdiction of the U.S. District Court sitting in the District of the Commonwealth of Massachusetts in connection with any dispute arising under this Debenture and hereby waives, to the maximum extent permitted by law, any objection, including any objection based on forum non conveniens to the bringing of any such proceeding in such jurisdictions.

IN WITNESS WHEREOF, the parties hereto have executed this Collateral Assignment of Intellectual Property Rights as of the date first set forth above.

W.F. YOUNG, INCORPORATED.

By 
Adam Racowski
Its President

PREMIER EQUINE HEALTH PRODUCTS, LLC

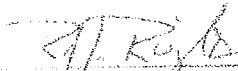
By 
Ronald Riegel, DVM
Its Manager

EXHIBIT A

Trademarks

Magic Cushion U.S. Trademark Serial No. 85/483,393

Magic Cushion & design

Magic Cushion Xtreme

Magic Cushion Xtreme & design

Pure Venetian

Pure Venetian & design

Domain Names

www.magiccushion.com

www.premierequinehealth.com

Copyrights

Webpage content for www.magiccushion.com

Webpage content for www.premierequinehealth.com

Miscellaneous labels promotional materials