

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Subordinate Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zicam, LLC		06/27/2012	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	H.I.G. Wonder Holdings, LLC		
Street Address:	1450 Brickell Ave.		
Internal Address:	31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2517404	ZICAM	
Registration Number:	2920000	RAPIDMELTS	
Registration Number:	2942438	THE COLD SOLUTION	
Registration Number:	3030829	NO-DRIP LIQUID	
Registration Number:	3074552	COUGH MIST	
Registration Number:	3086874	NASAL COMFORT	
Registration Number:	3482729	GET OVER YOUR COLD FASTER	
Registration Number:	3538822	GET OVER YOUR COLD FASTER	
Registration Number:	3540797	XCID	
Registration Number:	3563737	HEALTHY Z-SSSENTIALS	
Registration Number:	3568241	DON'T LET A COLD RUN YOU DOWN	
Serial Number:	85044826	MICROMELTS	

CH \$315.00 2517404

**CORRESPONDENCE DATA**

Fax Number: 3128622200

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

Phone: 312-862-2000

Email: dgasiorowski@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: 300 North LaSalle Street

Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:

36052-173 DRG

NAME OF SUBMITTER:

Donna Gasiorowski

Signature:

/Donna Gasiorowski/

Date:

06/29/2012

Total Attachments: 5

source=6-27-12 Matrixx - Grant of Security Interest in Trademark Rights ( Zicam LLC) 778#page1.tif

source=6-27-12 Matrixx - Grant of Security Interest in Trademark Rights ( Zicam LLC) 778#page2.tif

source=6-27-12 Matrixx - Grant of Security Interest in Trademark Rights ( Zicam LLC) 778#page3.tif

source=6-27-12 Matrixx - Grant of Security Interest in Trademark Rights ( Zicam LLC) 778#page4.tif

source=6-27-12 Matrixx - Grant of Security Interest in Trademark Rights ( Zicam LLC) 778#page5.tif

**GRANT OF**  
**SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "***Agreement***"), effective as of June 27, 2012, is made by **ZICAM, LLC**, an Arizona limited liability company, located at 8515 E. Anderson, Scottsdale, AZ 85255 (the "***Grantor***"), in favor of **H.I.G. WONDER HOLDINGS, LLC**, a Delaware limited liability company ("***HIG***"), located at 1450 Brickell Ave., 31<sup>st</sup> Floor, Miami, FL 33131.

**W I T N E S S E T H:**

WHEREAS, pursuant to the 13% Secured Subordinated Promissory Note, dated as of June 27, 2012 (as may be amended or otherwise modified from time to time, the "***Note***"), between **MATRIX INITIATIVES INC.**, a Delaware corporation ("***Borrower***"), and its Subsidiaries, including Grantor, signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.14 of the Note (collectively and together with Borrower, the "***Note Parties***"), and HIG, HIG has agreed to make a loan to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, to secure the payment, observance and performance of the Secured Obligations, each of the Note Parties has pledged and granted to HIG a security interest in the Collateral in which such Note Party now has or at any time in the future may acquire any right, title or interest, including the U.S. trademark registrations and applications set forth on Schedule A hereto; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce HIG to make certain financial accommodations to the Borrower pursuant to the Note, the Grantor agrees with HIG, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Note and used herein shall have the meanings given to them in the Note.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in all of the Grantor's right, title and interest in, to and under all of its U.S. and foreign trademark registrations and applications (excluding any applications filed on an intent-to-use basis) including, without limitation, those U.S. trademark registrations and applications listed on Schedule A hereto (collectively, the "***Trademark Collateral***"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to HIG in connection with the Note, and is expressly subject to the terms and conditions thereof. The Note (and all rights and remedies of HIG thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of HIG with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Note, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Note, the terms of the Note shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral granted to HIG herein shall be deemed released upon the complete payment and performance of the Secured Obligations (whether at the stated Maturity Date, by acceleration or otherwise). Upon the termination of this Agreement, HIG shall execute all documents, make all filings and take all other actions reasonably requested by the Grantor, at the Grantor's cost and expense, to evidence and record the release of the security interest in the Trademark Collateral granted herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ZICAM, LLC,  
an Arizona limited liability company,  
as Grantor

By: 

Name: Samir Kamdar

Title: Manager

[Signature Page to Trademark Security Agreement - Zicam, LLC]

H.I.G. WONDER HOLDINGS, LLC,  
a Delaware limited liability company

By: 

Name: Richard H. Siegel

Title: Vice President and General Counsel

[Signature Page to Trademark Security Agreement - Zicam, LLC]

**SCHEDULE A**  
**U.S. Trademark Registrations and Applications**

<b>Country</b>	<b>Trademark</b>	<b>Application. No. Filing Date</b>	<b>Registration No. Registered</b>
US	ZICAM	76/261513 05/22/2001	2517404 12/11/2001
US	RAPIDMELTS	78/259878 06/09/2003	2920000 01/18/2005
US	THE COLD SOLUTION	76/372810 02/20/2002	2942438 04/19/2005
US	NO-DRIP LIQUID	78/353923 01/20/2004	3030829 12/13/2005
US	COUGH MIST	78/418031 05/13/2004	3074552 03/28/2006
US	NASAL COMFORT	78/543793 01/07/2005	3086874 04/25/2006
US	GET OVER YOUR COLD FASTER	78/852939 04/03/2006	3482729 08/05/2008
US	GET OVER YOUR COLD FASTER	78/852924 04/03/2006	3538822 11/25/2008
US	XCID	77/062412 12/12/2006	3540797 12/02/2008
US	HEALTHY Z-SSENTIALS	77/473293 05/13/2008	3563737 01/20/2009
US	DON'T LET A COLD RUN YOU DOWN	77/216134 06/26/2007	3568241 01/27/2009

<b>Country</b>	<b>Trademark</b>	<b>Application. No. Filing Date</b>	<b>Registration No. Registered</b>
US	MICROMELTS	85/044826 05/21/2010	