

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
Swiss-American Products, Inc.		06/29/2012	CORPORATION: TEXAS
SAP Holdings, Inc.		06/29/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of the West
Street Address:	155 N. Wacker Drive
Internal Address:	44th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1757882	
Registration Number:	1796731	
Registration Number:	1762296	
Registration Number:	1712937	THE MELTING MOISTURIZER
Registration Number:	1796728	THE MELTING MOISTURIZER
Registration Number:	1850178	ELTA
Registration Number:	1850193	ELTA
Registration Number:	3325284	SWISS-AMERICAN
Registration Number:	3325285	SWISS-AMERICAN
Registration Number:	3325283	SWISS-AMERICAN
Registration Number:	3421143	DERMAVASE
Registration Number:	3367548	TRIVASE
Registration Number:	3593546	PROVASE

CH \$540.00 1757882

Registration Number:	3367549	HYDROVASE
Registration Number:	3367547	MICAVASE
Registration Number:	3367550	NUVASE
Registration Number:	3367551	PRIMAVASE
Registration Number:	3622347	ELTA MD
Registration Number:	3622351	ELTA MD
Registration Number:	3528835	ELTA SILVERGEL
Registration Number:	3230230	CLEAR CHOICE

CORRESPONDENCE DATA

Fax Number: 3124568435

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

Phone: 312.456.8400

Email: chiipmail@gtlaw.com, matthewsk@gtlaw.com, simsj@gtlaw.com,
chubbc@gtlaw.com

Correspondent Name: Christopher M. Chubb

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 77 W. Wacker Drive, Suite 3100

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	130916.011100
NAME OF SUBMITTER:	Christopher M. Chubb
Signature:	/Christopher M. Chubb/
Date:	06/29/2012

Total Attachments: 8

source=BotW-SAP Trademark Security Agreement#page1.tif
source=BotW-SAP Trademark Security Agreement#page2.tif
source=BotW-SAP Trademark Security Agreement#page3.tif
source=BotW-SAP Trademark Security Agreement#page4.tif
source=BotW-SAP Trademark Security Agreement#page5.tif
source=BotW-SAP Trademark Security Agreement#page6.tif
source=BotW-SAP Trademark Security Agreement#page7.tif
source=BotW-SAP Trademark Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of June 29, 2012, among SWISS-AMERICAN PRODUCTS, INC., a Texas corporation, SAP HOLDINGS, INC., a Delaware corporation (collectively, jointly and severally, "Grantors") and each individually "Grantor"), and BANK OF THE WEST (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantors and Lender, Lender has agreed to extend credit to Grantors;

WHEREAS, in order to induce Lender to enter into the Credit Agreement and other Loan Documents and to induce Lender to extend credit thereunder, Grantors have agreed to execute and deliver to Lender that certain Guaranty and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, Grantors are required to execute and deliver to Lender 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Lender a continuing first priority security interest in all of such 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 and Trademark Licenses to which it is a party referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any

Trademark or any Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent-to-use" trademark application until such time as a statement of use has been filed with and accepted by the United States Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are enforceable or allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or service marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Lender, concurrently with the next delivery of financial statements pursuant to Section 7.2 of the Credit Agreement, with respect to any such new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning

represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record (such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been Paid in Full.

[Signatures Immediately Follow]

IN WITNESS WHEREOF, each of the parties hereto have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

SWISS-AMERICAN PRODUCTS, INC.

By: Ede Payne
Name: Ede Payne
Title: Secretary

SAP HOLDINGS, INC.

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement


IN WITNESS WHEREOF, each of the parties hereto have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

SWISS-AMERICAN PRODUCTS, INC.

By: _____
Name: _____
Title: _____

SAP HOLDINGS, INC.

By:  _____
Name: NATHAN J. FUDD
Title: PRESIDENT

Signature Page to Trademark Security Agreement

LENDER:

BANK OF THE WEST

By: Matt Weide
Name: Matt Weide
Title: VP

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

SWISS-AMERICAN PRODUCTS, INC.

Trademark	Country	Status	Reg. No.	Appl. No.
Miscellaneous Design (Snowflake)	United States	Registered	1757882	74/161206
Miscellaneous Design (Snowflake)	United States	Registered	1796731	74/161372
Miscellaneous Design (Sun Drop Logo)	United States	Registered	1762296	74/161319
THE MELTING MOISTURIZER	United States	Registered	1712937	74/155727
THE MELTING MOISTURIZER	United States	Registered	1796728	74/155762
ELTA	Madrid Protocol	Registered	946847	A0010481
ELTA	United States	Registered	1850178	74/368318
ELTA	United States	Registered	1850193	74/368321
CLEAR CHOICE	United States	Registered	3230230	76/605358
SWISS-AMERICAN	United States	Registered	3325284	76/640959
SWISS-AMERICAN	United States	Registered	3325285	76/640961
SWISS-AMERICAN	United States	Registered	3325283	76/640860
DERMAVASE	United States	Registered	3421143	76/678238
TRIVASE	United States	Registered	3367548	76/678239
PROVASE	United States	Registered	3593546	76/678240
HYDROVASE	United States	Registered	3367549	76/678311
MICAVASE	United States	Registered	3367547	76/678220
NUVASE	United States	Registered	3367550	76/678425
PRIMAVASE	United States	Registered	3367551	76/678426
ELTA MD (and Design)	United States	Registered	3622347	77/578577
ELTA MD (and Design)	United States	Registered	3622351	77/578636
ELTA SILVERGEL	United States	Registered	3528835	77/340437

SAP HOLDINGS, INC.

None.