

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
HYGENIC INTANGIBLE PROPERTY HOLDING CO.		10/11/2012	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	MADISON CAPITAL FUNDING LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	4144181	PEDIGENIX
Registration Number:	4143192	
Registration Number:	4129342	STAY ACTIVE. STAY WELL.
Registration Number:	4129343	ENGINEERED FOR WELLNESS.
Registration Number:	3868607	THERA-BAND
Registration Number:	3868608	THERA-BAND
Registration Number:	3706015	SLOW DEFLATE ADVANTAGE
Registration Number:	3157008	PAIN MANAGEMENT WITH THE MASTERS
Registration Number:	3019509	PERFORMANCE HEALTH
Registration Number:	3022797	PERFORMANCE HEALTH
Registration Number:	3069817	HYGENIC
Registration Number:	3139538	LEARN MORE, HEAL MORE, ACHIEVE MORE
Registration Number:	2972007	FIRST STEP TO ACTIVE HEALTH
Registration Number:	3360134	CRYOSPRAY

TRADEMARK

OP \$1315.00 4144181

Registration Number:	2928215	FIRST STEP TO ACTIVE HEALTH
Registration Number:	2867621	PROSSAGE
Registration Number:	3104322	SPASSAGE
Registration Number:	2814611	THE PAIN STOPS HERE!
Registration Number:	2595961	DYNAFREEZE
Registration Number:	2599090	SDS
Registration Number:	3024914	THERA-BAND
Registration Number:	2467659	THERA-BAND
Registration Number:	2550917	FLEXBAR
Registration Number:	2364354	AQUAFINS
Registration Number:	2318703	PAIN RELIEF THAT WORKS
Registration Number:	2295811	THERA-BAND
Registration Number:	2308554	HYSYNAL
Registration Number:	2262494	H HYGENIC
Registration Number:	2127009	PERFORM
Registration Number:	2120982	H HYGENIC
Registration Number:	2234542	STOPS PAIN COLD
Registration Number:	2001198	CRYOTHERAPY "THE COLD METHOD"
Registration Number:	2001199	THE COLD METHOD
Registration Number:	2144993	HYTONE
Registration Number:	1966739	H HYGENIC
Registration Number:	2037966	
Registration Number:	2037964	
Registration Number:	2037965	
Registration Number:	1895004	THERA-BAND
Registration Number:	1774041	BIOFREEZE
Registration Number:	1541408	
Registration Number:	1542392	THERA-BAND
Registration Number:	1379345	DYNA-BAND
Registration Number:	1380599	H HYGENIC
Registration Number:	1269061	H HYGENIC
Registration Number:	1241177	H HYGENIC
Registration Number:	1063239	THERA-BAND
Registration Number:	1011451	PARABATH
Serial Number:	85727287	BIOFREEZE COLD THERAPY PAIN RELIEF

TRADEMARK

REEL: 004881 FRAME: 0980

	85727291	BIOFREEZE COLD THERAPY PAIN RELIEF
Serial Number:	85724840	PEDIGENIX
Serial Number:	85578492	THERA-BAND FIRST STEP TO FOOT RELIEF

CORRESPONDENCE DATA

Fax Number: 3128637806

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

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.271
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	10/16/2012

Total Attachments: 9

source=IP Holding Trademark Security Agreement#page1.tif
source=IP Holding Trademark Security Agreement#page2.tif
source=IP Holding Trademark Security Agreement#page3.tif
source=IP Holding Trademark Security Agreement#page4.tif
source=IP Holding Trademark Security Agreement#page5.tif
source=IP Holding Trademark Security Agreement#page6.tif
source=IP Holding Trademark Security Agreement#page7.tif
source=IP Holding Trademark Security Agreement#page8.tif
source=IP Holding Trademark Security Agreement#page9.tif

TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

October 11, 2012

WHEREAS, Hygenic Intangible Property Holdings Co., a Nevada corporation ("Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among The Hygenic Corporation, as Borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned

by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

[signature page follows]

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC,
as Agent

By: _____



Name: Kevin Bolash
Title: Senior Vice President

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS


<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
------------------	-----------------	------------------





TRADEMARK APPLICATIONS







TRADEMARK LICENSES


SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS


<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PEDIGENIX	4144181	15-May-2012
	4143192	15-May-2012
STAY ACTIVE. STAY WELL.	4129342	17-April-2012
ENGINEERED FOR WELLNESS.	4129343	17-April-2012
THERA-BAND	3868607	26-Oct-2010
THERA-BAND	3868608	26-Oct-2010
SLOW DEFLATE ADVANTAGE SLOW DEFLATE ADVANTAGE	3706015	03-Nov-2009
PAIN MANAGEMENT WITH THE MASTERS	3157008	17-Oct-2006
PERFORMANCE HEALTH	3019509	29-Nov-2005
	3022797	06-Dec-2005
HYGENIC	3069817	21-Mar-2006
LEARN MORE, HEAL MORE, ACHIEVE MORE	3139538	05-Sep-2006

CRYOSPRAY	3360134	25-Dec-2007
FIRST STEP TO ACTIVE HEALTH	2972007	19-Jul-2005
FIRST STEP TO ACTIVE HEALTH	2928215	22-Feb-2005
PROSSAGE	2867621	27-Jul-2004
SPASSAGE	3104322	13-Jun-2006
THE PAIN STOPS HERE!	2814611	17-Feb-2004
DYNAFREEZE	2595961	16-Jul-2002
SDS	2599090	23-Jul-2002
 Thera-Band 	3024914	13-Dec-2005
 Thera-Band 	2467659	10-Jul-2001
FLEXBAR	2550917	19-Mar-2002
AQUAFINS	2364354	04-Jul-2000
PAIN RELIEF THAT WORKS	2318703	15-Feb-2000
THERA-BAND	2295811	30-Nov-1999
HYSYNAL	2308554	18-Jan-2000
 HYGENIC	2262494	20-Jul-1999
PERFORM	2127009	06-Jan-1998
 HYGENIC	2120982	16-Dec-1997

STOPS PAIN COLD	2234542	23-Mar-1999
CRYOTHERAPY "THE COLD METHOD"	2001198	17-Sep-1996
THE COLD METHOD	2001199	17-Sep-1996
HYTONE	2144993	17-Mar-1998
	1966739	09-Apr-1996
	2037966	11-Feb-1997
	2037964	11-Feb-1997
	2037965	11-Feb-1997
THERA-BAND	1895004	23-May-1995
BIOFREEZE	1774041	01-Jun-1993
	1541408	30-May-1989
	1542392	06-Jun-1989
DYNA-BAND	1379345	21-Jan-1986
	1380599	28-Jan-1986
	1269061	06-Mar-1984

	1241177	07-Jun-1983
THERA-BAND	1063239	12-Apr-1977
PARABATH	1011451	27-May-1975

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>
BIOFREEZE COLD THERAPY PAIN RELIEF	85727287	12-Sep-12
BIOFREEZE COLD THERAPY PAIN RELIEF	85727291	12-Sep-12
 PEDIGENX	85724840	10-Sep-12
THERA-BAND FIRST STEP TO FOOT RELIEF	85578492	23-Mar-12

TRADEMARK LICENSES

None.