

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
MEDport LLC		12/31/2012	LIMITED LIABILITY COMPANY: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Rockland Trust Company		
Street Address:	288 Union Street		
City:	Rockland		
State/Country:	MASSACHUSETTS		
Postal Code:	02370		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	85582068	JAXX	
Registration Number:	4026854	FIT FRESH	
Registration Number:	4026855	FIT FRESH MAKE EVERY DAY BETTER	
Registration Number:	4123230	DUAL TOOL	
Registration Number:	4173848	FIT FRESH DUAL TOOL UTENSIL SET	
Registration Number:	3121829	FIT & FRESH	
Registration Number:	1980929	MEDPORT	
Registration Number:	1090565	POCKET-PACK	
Registration Number:	1080388	VITA MINDER	
Registration Number:	1127543	THE VITAMIN CHEST	
Registration Number:	3309945	FIT & HEALTHY	
Registration Number:	3349087	FRESH START BREAKFAST CHILLER	
Registration Number:	3506348	FIT & FRESH	
Registration Number:	3587967	FIT & FRESH	

TRADEMARK

900242990

REEL: 004934 FRAME: 0448

OP \$565.00 85582068

Registration Number:	3587968	FIT & FRESH
Registration Number:	3587969	FIT & FRESH
Registration Number:	3513554	SMART PORTION
Registration Number:	3488169	LIV FIT & FRESH PURE
Registration Number:	3878416	POD
Registration Number:	3621799	LIV PURE
Registration Number:	3679620	FIT & FRESH
Registration Number:	3874868	CLEANTEK

CORRESPONDENCE DATA

Fax Number: 4014536411

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

Phone: 401-453-6400

Email: lcserr@crfillp.com

Correspondent Name: LuAnn Cserr

Address Line 1: One Park Row, Suite 300

Address Line 4: Providence, RHODE ISLAND 02903

NAME OF SUBMITTER:

LuAnn Cserr

Signature:

/LuAnn Cserr/

Date:

01/03/2013

Total Attachments: 11

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**FIRST MODIFICATION TO STANDARD REVOLVING FINANCING AGREEMENT
AND FIRST AMENDMENT TO SECURITY AGREEMENT AND INTELLECTUAL
PROPERTY SECURITY AGREEMENT FOR PATENTS AND TRADEMARKS AND
INTELLECTUAL PROPERTY SECURITY AGREEMENT FOR COPYRIGHTS**

This First Modification to Standard Revolving Financing Agreement and First Amendment to Security Agreement and Intellectual Property Security Agreement for Patents and Trademarks and Intellectual Property Security Agreement for Copyrights (this "Agreement") is made effective as of the 31st day of December, 2012, by and between MEDPORT LLC, a Rhode Island limited liability company ("Borrower"), and ROCKLAND TRUST COMPANY, a Massachusetts trust company ("Bank"), in the following circumstances:

A. Borrower and Bank are parties to that certain Standard Revolving Financing Agreement dated July 28, 2011 (as amended from time to time, the "Credit Agreement"), pursuant to which Credit Agreement, Bank, among other things, established a revolving credit facility for loans to Borrower in the maximum aggregate principal amount of \$ [REDACTED] (the "Loan"). All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Credit Agreement.

B. The Loan is evidenced by that certain Commercial Promissory Note dated July 28, 2011 (the "Note") made by Borrower in favor of Bank in the stated principal amount of \$ [REDACTED]

C. Borrower and Bank are parties to that certain Security Agreement dated July 28, 2011 (the "Security Agreement") securing obligations of Borrower under the Loan and the Credit Agreement.

D. Borrower and Bank, among others, are parties to that certain Intellectual Property Security Agreement for Patents and Trademarks dated July 28, 2011 (the "IP Security Agreement for Patents and Trademarks") and that certain Intellectual Property Security Agreement for Copyrights dated July 28, 2011 (the "IP Security Agreement for Copyrights") (the IP Security Agreement for Patents and Trademarks and IP Security Agreement for Copyrights shall hereinafter collectively be referred to as the "Intellectual Property Security Agreements"), each securing obligations of Borrower under the Loan and the Credit Agreement.

E. Borrower has requested that Bank amend the Credit Agreement and amend, restate and replace the Note to increase the Loan to \$ [REDACTED] and Bank has agreed to the same but only upon the terms and conditions set forth herein and in the documents executed in connection herewith.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Credit Agreement. The Credit Agreement is hereby amended as follows:

1.1 The subparagraph entitled "Permitted Junior Liens" in

paragraph 6 of the Credit Agreement is hereby deleted in its entirety and the following paragraph substituted therefor:

"Permitted Junior Liens" shall mean liens on the assets of Borrower and its direct and indirect subsidiaries in favor of (i) Business Development Company of Rhode Island pursuant to that certain promissory note dated July 28, 2011 made by Borrower in favor of said entity in the original principal amount of \$ [REDACTED] and the guaranties and security agreements relating thereto (the "BDC Loan") and (ii) Rockland Trust Community Development III, LLC pursuant to that certain promissory note dated July 28, 2011 made by Borrower in favor of said entity in the original principal amount of \$ [REDACTED] and the guaranties and security agreements relating thereto (the "NMTC Loan")."

1.2 The subparagraph entitled "Revolving Credit Limit" in Section 6 of the Credit Agreement is hereby deleted in its entirety and the following paragraph substituted therefor:

"Revolving Credit Limit" shall mean the lesser of (i) \$ [REDACTED] and (ii) the sum of [REDACTED] Percent ([REDACTED]%) of the domestic and foreign insured Eligible Receivables less than ninety (90) days from invoice date, plus [REDACTED] Percent ([REDACTED]%) of uninsured domestic Eligible Receivables less than ninety (90) days from invoice date, plus [REDACTED] Percent ([REDACTED]%) of Eligible Inventory, subject to inventory cap of \$ [REDACTED], of which a maximum of \$ [REDACTED] may be in-transit Inventory. A [REDACTED] Percent ([REDACTED]%) cross-aging will be applied to those accounts whose outstanding balance is in excess of ninety (90) days and is [REDACTED] Percent ([REDACTED]%) or greater of the total outstanding at the time. Additionally, a carve-out of \$ [REDACTED] from the available credit will be required on a monthly basis to support the debt service associated with certain Permitted Junior Liens, namely the NMTC Loan (as defined herein). The carve-out will continue to be reduced by \$ [REDACTED] each quarter, which reduction commenced with the quarter which ended December 31, 2011, provided that no event of default has occurred or is continuing in connection with any loans from Bank to Borrower, and provided the Borrower is in compliance with any and all bank covenants associated with such loans, including, without limitation, the covenants set forth in Section 28th hereof."

1.3 The subparagraph entitled "Uniform Commercial Code" or "Code" in Section 6 of the Credit Agreement is hereby deleted in its entirety and the following paragraph substituted therefor:

"Uniform Commercial Code" or "Code" shall mean the applicable statute as in effect from time to time in the Commonwealth of Massachusetts; *provided, however*, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of Lender's security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the Commonwealth of Massachusetts, the term "UCC" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions."

1.4 The first sentence of Section 15 of the Credit Agreement is hereby deleted in its entirety and the following sentence substituted therefor:

"Borrower covenants with and warrants to the Bank that the Borrower is a limited liability company organized under the laws of the State of Rhode Island, and Borrower's tax identification number is [REDACTED]"

1.5 The following Additional Condition shall be added to Section 29 of the Credit Agreement:

"(iv) The Bank's obligations to the Borrower hereunder are specifically subject to and conditioned upon the Bank satisfactory completion of a field exam of the Borrower by no later than May 31, 2013, which field exam may be conducted by an outside consultant hired by the Bank and paid for by the Borrower."

1.6 The following additional location and/or notation to an existing location shall be added to the List of Storage or Warehouse Locations attached to the Credit Agreement as Exhibit E:

"2 1111 E. Watson Center Road, Unit D, Carson, CA 90745, *changing effective 12/3/12 to 1535 W. Walnut Parkway, Compton, CA 90220*"; and

"6 500 E. Gardena Blvd., Gardena, CA 90248"

2. Amendment to Security Agreement. The Security Agreement is hereby amended as follows:

2.1 All references to the "Standard Revolving Financing Agreement" shall references to the Standard Revolving Financing Agreement, as amended by this Agreement.

2.2 All references to the "Commercial Promissory Note" shall be referenced to the Note, as amended or affected by Section 4.1 of this Agreement

as the same may hereinafter be amended, modified or restated.

2.3 Subparagraph (l) of Section 1 of the Security Agreement is hereby deleted in its entirety and the following paragraph substituted thereof:

“(l) Uniform Commercial Code or Code shall mean the applicable statute as in effect from time to time in the Commonwealth of Massachusetts; *provided, however*, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of Lender’s security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the Commonwealth of Massachusetts, the term “UCC” shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.”

2.4 Paragraph 15(a) of the Security Agreement is hereby deleted in its entirety and the following paragraph substituted therefor:

“(a) Borrower is established as a result of filing with a secretary of state, Borrower is a limited liability company organized under the laws of the State of Rhode Island and Borrower’s tax identification number is 20-3417030. Borrower shall not cause or permit any change in its name, state or organization, state identification number, or its tax identification number until all of the Obligations are fully paid and satisfied.”

2.5 Paragraph 15(b) of the Security Agreement is hereby deleted in its entirety and the following paragraph substituted therefor:

“(b) The Collateral will be kept at Borrower's principal place of business as set forth on the first page of this Agreement or at the following locations: (i) 99 Hartford Avenue, Providence, RI 02903; (ii) 1111 E. Watson Center Road, Unit D, Carson, CA 90745 changing effective 12/3/12 to 1535 W. Walnut Parkway, Compton, CA 90220; (iii) 19701 S. Vermont Avenue, Torrance, CA 90502; (iv) 14422 Best Avenue, Santa Fe Springs, CA 90670; (v) 3660 Brenner Avenue, Paris, CA 92571 and (vi) 500 E. Gardena Blvd., Gardena, CA 90248 until such time as written consent to a change of location is obtained from Bank, or unless Bank requests Borrower to deliver all or any Collateral to it.”

2.6 The first paragraph of Paragraph 23(ii) of the Security Agreement is hereby deleted in its entirety and the following paragraph substituted therefor:

“(ii) if to Bank to: Rockland Trust Company
288 Union Street
Rockland, Massachusetts 02370
Attention: Robert F. Camara, Vice President
Commercial Loan Department”

3. Amendment to Intellectual Property Security Agreements. The Intellectual Property Security Agreements are hereby amended as follows:

3.1 All references to the “Standard Revolving Financing Agreement” shall references to the Standard Revolving Financing Agreement, as amended by this Agreement.

3.2 All references to the “Security Agreement” shall references to the Security Agreement, as amended by this Agreement.

3.3 The list of patents scheduled on Exhibit A to the IP Security Agreement for Patents and Trademarks is hereby deleted in its entirety and replaced with the Exhibit A attached hereto.

3.4 The list of trademarks scheduled on Exhibit B to the IP Security Agreement for Patents and Trademarks is hereby deleted in its entirety and replaced with the Exhibit B attached hereto.

4. Conditions Precedent to Bank’s Obligations under this Agreement. Borrower hereby acknowledges and agrees that the agreements set forth herein are made as an inducement to Bank to enter into this Agreement and accommodate Borrower. In addition, Borrower shall satisfy, to Bank’s satisfaction, in its reasonable discretion, the following conditions, all of which shall be conditions precedent to the continued efficacy of Bank’s obligations under this Agreement.

4.1 Execution and delivery by Borrower of an amendment and restatement of the Note (the “Amended and Restated Note”) substantially in the form attached hereto as Exhibit C.

4.2 Execution and delivery by Business Development Company of Rhode Island and Rockland Trust Community Development III, LLC of a First Amendment to Intercreditor Agreement in connection with the BDC Loan and NMTC Loan, substantially in the form attached hereto as Exhibit D.

4.3 Payment to Bank of a commitment/increase fee equal to \$ 0.

4.4 Certificate of Secretary of Borrower certifying the organizational documents of Borrower, the Operating Agreement of Borrower, the authority of Borrower to execute, deliver and perform this Agreement and all instruments executed in connection herewith and the incumbency of the officers of Borrower.

4.5 Certificate of Good Standing of Borrower from the Secretary of State of each jurisdiction in which such Borrower is qualified to do business.

4.6 Opinion of Borrower's legal counsel in form and substance acceptable to Bank and its special counsel.

5. Loan Agreements. All references to the Credit Agreement, Security Agreement, and Intellectual Property Security Agreements, wherever, whenever or however contained or made, are hereby deemed to be references to the Credit Agreement, Security Agreement, and Intellectual Property Security Agreements as modified by this Agreement. By signing this Agreement in the space indicated below, Borrower hereby affirms and restates in all material respects, as of the date hereof, all of the representations, warranties, covenants and agreements made and set forth in the Credit Agreement, Security Agreement and Intellectual Property Security Agreements and all other documents executed in connection therewith, except as such representations, warranties, covenants and agreements have been amended by this Agreement and except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true, correct and complete in all material respects on and as of such earlier date. As amended hereby, the Credit Agreement, Security Agreement, and Intellectual Property Security Agreements remain in full force and effect.

6. Additional Representations, Warranties and Covenants. In addition to all other representations, warranties and covenants of Borrower set forth herein, the Borrower represents, warrants, and covenants as follows:

6.1 Borrower's actions taken in connection with this Agreement have been duly authorized by all company actions which such Borrower is obligated to take to authorize the agreements made by it hereunder; and such agreements made by Borrower do not violate (a) any provision of any existing Requirement of Law in any material respect, (b) any order or decree of any governmental authority (c) any organizational document of Borrower, or (iv) after giving effect to the amendments contemplated herein, any mortgage, indenture, material contract or other material agreement to which Borrower is a party or is binding upon Borrower or upon any of its respective properties or assets, and except to the extent such violation would not reasonably be expected to have a material adverse effect.

6.2 After giving effect to this Agreement, the security interest granted to Bank in Collateral will continue to be valid and perfected security interest in the Collateral securing the obligations of Borrower to Bank to the same extent as immediately prior to giving effect to this Agreement.

6.3 This Agreement constitutes the valid and binding obligation of the Borrower, and to the best of its knowledge is enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

6.4 Borrower shall, from and after the execution of this Agreement, execute and deliver to the Bank whatever additional documents, instruments, and agreements that the Bank may reasonably require in order to vest or perfect the loan documents executed in connection with the Loan and the collateral granted therein more securely in the Bank and to otherwise give effect to the terms and conditions of this Agreement.

7. Additional Agreements. The parties hereby agree that the loan documents executed in connection with the Loan remain in full force and effect as affected by this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, representatives, successors, and permitted assigns. In the event that any provision of this Agreement conflicts with any provision of the loan documents executed in connection with the Loan, the provision of this Agreement shall govern and supersede the conflicting provision of such loan documents. Borrower further acknowledge and agree that the dates set forth herein by which Borrower must pay or perform certain obligations to Bank are of substantial importance to Bank, that Bank would not have entered into this Agreement with Borrower but for Borrower's agreements to strictly observe all such dates, and that time is of the essence as to all dates set forth herein.

8. Notices. Except as otherwise specified herein or by notice, all notices, communications and demands hereunder shall be governed by Section 20 of the Credit Agreement and all notices to any Borrower shall be deemed given if made to the Borrower in accordance with such Section 20.

9. Release of Bank. Borrower hereby jointly and severally remises, releases, acquits, satisfies, and forever discharges each of Bank, its members, affiliates, agents, employees, officers, directors, attorneys, and all others acting on behalf of or at its direction (collectively, its "Affiliates"), of and from any and all manner of actions, causes of action, suits, debts, accounts, covenants, contracts, controversies, agreements, variances, damages, judgments, claims, and demands whatsoever, whether known or not known, in law or in equity, which Borrower or any of them ever had, now have or claim to have against Bank or any of its Affiliates, for, upon, or by reason of any act, transaction, practice, conduct or omission arising out of or relating to this Agreement or the loan documents executed in connection with the Loan prior to the date of this Agreement (the "Claims"). Without limiting the generality of the foregoing, Borrower waives and affirmatively agrees not to allege or otherwise pursue any defenses, affirmative defenses, counterclaims, claims, causes of action, setoffs, or other rights it or he has as of the date hereof with respect to the Claims.

10. Counterparts. This Agreement may be executed in one or more counterparts by each of the parties hereto, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

11. Interpretation and Effect. Each reference herein to Bank shall be deemed to include its successors and assigns, and each reference to Borrower and any pronouns referring thereto as used herein shall be construed in the masculine, feminine, neuter, singular or plural as

the context may require and shall be deemed to include the heirs, executors, administrators, successors and assigns of the Borrower, all of whom shall be bound by the provisions hereof. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the Commonwealth of Massachusetts without resort to its conflict of laws principles that would require application of another law. The paragraph headings used herein are solely for reference and shall not be used in the interpretation or the construction hereof. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; should any portion of this Agreement be declared invalid for any reason in any jurisdiction, such declaration shall have no effect upon the remaining portions of this Agreement; furthermore, the entirety of this Agreement shall continue in full force and effect in other jurisdictions and said remaining portions of this Agreement shall continue in full force and effect in the subject jurisdiction as if this Agreement had been executed with the invalid portions thereof deleted. This Agreement contains the entire understanding between the parties hereto with respect to the transactions contemplated herein.

12. Authority. By signing this Agreement on behalf of the Borrower in the space designated below, the individual so signing represents and warrants to Bank that he has full power and authority to execute this Agreement and to bind Borrower.

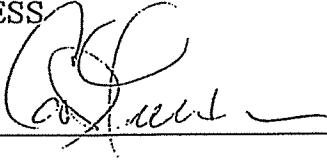
13. WAIVER OF JURY TRIAL; SERVICE OF PROCESS. IN THE EVENT THAT BANK BRINGS ANY ACTION OR PROCEEDING IN CONNECTION HERewith IN ANY COURT OF RECORD OF THE COMMONWEALTH OF MASSACHUSETTS, BORROWER HEREBY IRREVOCABLY CONSENTS TO AND CONFERS PERSONAL JURISDICTION OF SUCH COURT OVER BORROWER BY SUCH COURT. IN ANY SUCH ACTION OR PROCEEDING, BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS AND AGREES THAT SERVICE THEREOF MAY BE MADE UPON BORROWER BY MAILING A COPY OF SUCH SUMMONS, COMPLAINT OR OTHER PROCESS BY CERTIFIED MAIL TO BORROWER AT ITS ADDRESS DESIGNATED IN THE FIRST PARAGRAPH OF THE CREDIT AGREEMENT. BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT OR ANY INSTRUMENT OR DOCUMENT DELIVERED IN CONNECTION HERewith, OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF, OR ANY OTHER CLAIM OR DISPUTE HOWSOEVER ARISING BETWEEN BORROWER AND BANK.

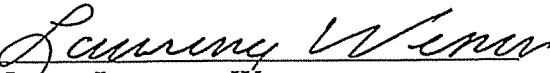
(Signature Page Follows)

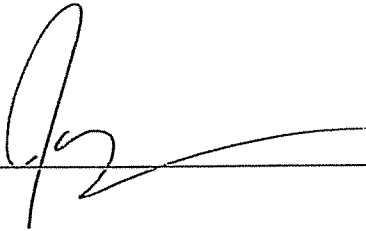
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the date first above written.

WITNESS

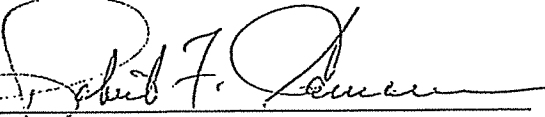
MEDPORT LLC



By: 
Name: Lawrence Wesson
Its: President

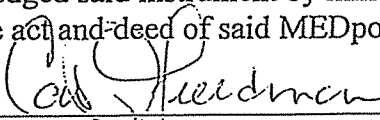


ROCKLAND TRUST COMPANY

By: 
Robert F. Camara, Vice President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In, in said County, on this 27th day of December, 2012, before me personally appeared Lawrence Wesson, to me known and known by me or proved to me through satisfactory evidence of identification, which was N/A to be the President of MEDport LLC and the person executing the foregoing instrument on behalf of MEDport LLC, the party executing this instrument, and he acknowledged said instrument by him so executed to be his free act and deed in such capacity and the free act and deed of said MEDport LLC.



Notary Public
Print Name: Carl J. Freedman
My Commission Expires: 8-10-13
Notary Identification Number: 6124

EXHIBIT B

List of Trademarks for IP Security Agreement for Patents and Trademarks

