

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
Podceuticals, L.L.C. (d/b/a Clinical Therapeutic Solutions)		03/20/2013	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	315 Deaderick Street		
Internal Address:	Second Floor		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37237		
Entity Type:	Banking Corporation: ALABAMA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85547818	NEURX-TF	
Serial Number:	85650076	THERANAIL	
Serial Number:	85510842	CLARUS ANTIFUNGAL CREAM	
Serial Number:	85510858	CLARUS ANTIFUNGAL SOLUTION	
Serial Number:	85757900	TRI-SOFT	
Serial Number:	85512166	KERA-42 CREAM	
Serial Number:	85816767	KERA NAIL GEL	
Serial Number:	85639110	KERA-HC CREAM	
Serial Number:	85511094	CLINICAL THERAPEUTIC SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.			

OP \$240.00 85547818

Phone:	6158508741
Email:	rfelber@wallerlaw.com
Correspondent Name:	Robert P. Felber, Jr.
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP
Address Line 2:	511 Union Street, Suite 2700
Address Line 4:	Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	012616.14725
NAME OF SUBMITTER:	Robert P. Felber, Jr.
Signature:	/ROBERT P. FELBER, JR./
Date:	05/02/2013

<p>Total Attachments: 4</p> <p>source=Regions Security Agreement#page1.tif</p> <p>source=Regions Security Agreement#page2.tif</p> <p>source=Regions Security Agreement#page3.tif</p> <p>source=Regions Security Agreement#page4.tif</p>
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TRADEMARK SECURITY ASSUMPTION AGREEMENT

THIS TRADEMARK SECURITY ASSUMPTION AGREEMENT (the "Assumption Agreement"), dated as of March 20, 2013, made by PODCEUTICALS L.L.C., a New Jersey limited liability company (d/b/a Clinical Therapeutic Solutions) (the "Additional Grantor"), in favor of REGIONS BANK, as lender (the "Lender"). All capitalized terms not defined herein shall have the meaning ascribed to them in the Guarantee and Collateral Agreement (as defined below).

WITNESSETH:

WHEREAS, Bakotic Pathology Associates, L.L.C., a Georgia corporation ("Bakotic"), and BPA Holding Corp., a Delaware corporation (together with Bakotic, the "Borrower") have entered into (i) the Guarantee and Collateral Agreement, dated as of November 18, 2011 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and (ii) the Trademark Security Agreement, dated as of November 18, 2011 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), each in favor of the Lender;

WHEREAS, the Guarantee and Collateral Agreement requires the Additional Grantor to become a party to the Trademark Security Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Trademark Security Agreement.

NOW, THEREFORE, IT IS AGREED:

1. Trademark Security Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor hereby becomes a party to the Trademark Security Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Schedule 1 hereto is hereby added to the information set forth in Schedule 1 to the Trademark Security Agreement. This Assumption Agreement shall be deemed effective immediately following the closing of the transactions contemplated by that certain Membership Interest Purchase Agreement dated as of the date hereof among Bakotic, the Additional Grantor and the members of the Additional Grantor.

2. Governing Law. **THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

[signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Assumption Agreement to be duly executed and delivered as of the date first above written.

PODCEUTICALS L.L.C. (D/B/A CLINICAL
THERAPEUTIC SOLUTIONS)

By: 

Name: Bradley W. Bakotic

Title: President and CEO

ACKNOWLEDGMENT OF ADDITIONAL GRANTOR

STATE OF Georgia

COUNTY OF Forsyth

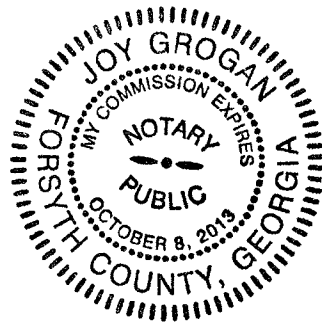
I, Joy Grogan, a Notary Public for said County and State, do hereby certify that BRADLEY W. BAKOTIC personally appeared before me this day and stated that s/he is the CEO of PODCEUTICALS L.L.C. (D/B/A CLINICAL THERAPEUTIC SOLUTIONS), a New Jersey limited liability company, and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 18th day of March, 2013.

Joy Grogan
Notary Public

My commission expires:

10/08/2013



Supplement to Schedule 1

TRADEMARKS AND TRADEMARK LICENSES

Owner	Mark	Serial No.	Filing Date/ (Notice of Allowance)
Podceuticals L.L.C.	NEURX-TF	85547818	February 21, 2012
Podceuticals L.L.C.	THERANAIL	85650076	June 12, 2012
Podceuticals L.L.C.	Clarus Antifungal Cream	85510842	(September 4, 2012)
Podceuticals L.L.C.	Clarus Antifungal Solution	85510858	(September 4, 2012)
Podceuticals L.L.C.	TRI-SOFT	85757900	October 18, 2012
Podceuticals L.L.C.	KERA-42 CREAM	85512166	August 30, 2012
Podceuticals L.L.C.	KERA NAIL GEL	85816767	January 7, 2013
Podceuticals L.L.C.	KERA-HC CREAM	85639110	(January 8, 2013)
Podceuticals L.L.C.	CLINICAL THERAPEUTIC SOLUTIONS	85511094	December 20, 2012