

## 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           |
| P & L DEVELOPMENT OF NEW YORK CORPORATION   |                                    | 07/29/2011                              | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA  |                                    |   |                       |
| Name:   | CHASE CAPITAL CORPORATION          |   |                       |
| Street Address:   | 10 SOUTH DEARBORN STREET, FLOOR 19 |   |                       |
| Internal Address:   | MAILCODE IL1-0548                  |   |                       |
| City:   | Chicago                            |   |                       |
| State/Country:  | ILLINOIS                           |   |                       |
| Postal Code:  | 60603                              |   |                       |
| Entity Type:  | CORPORATION: DELAWARE              |   |                       |
| PROPERTY NUMBERS Total: 2   |                                    |   |                       |
| Property Type   | Number                             | Word Mark                               |                       |
| Serial Number:  | 76714058                           | PUT OUR QUALITY AND SERVICE BEHIND YOUR |                       |
| Serial Number:  | 76714130                           | HIS EDGE                                |                       |
| CORRESPONDENCE DATA   |                                    |   |                       |
| Fax Number:   | 3128637806                         |   |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                                    |   |                       |
| 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:   | 6923.014                           |   |                       |
| NAME OF SUBMITTER:  | Nancy Brougher                     |   |                       |

OP \$65.00 76714058

|   |            |
|---|------------|
| Signature:  | /njb/      |
| Date:   | 06/06/2013 |
| <b>Total Attachments: 7</b><br>source=Trademark Security Agreement (Supplement)#page1.tif<br>source=Trademark Security Agreement (Supplement)#page2.tif<br>source=Trademark Security Agreement (Supplement)#page3.tif<br>source=Trademark Security Agreement (Supplement)#page4.tif<br>source=Trademark Security Agreement (Supplement)#page5.tif<br>source=Trademark Security Agreement (Supplement)#page6.tif<br>source=Trademark Security Agreement (Supplement)#page7.tif |            |

## TRADEMARK SECURITY AGREEMENT

WHEREAS P & L Development of New York Corporation, a New York corporation, and PLD Acquisitions LLC, a Florida limited liability company (collectively, the "Pledgors"), are collectively the owners and users of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (together with any other trademarks or trademark applications now or hereafter acquired by any Pledgor, collectively, the "Trademarks");

WHEREAS the Pledgors have entered into that certain Credit Agreement dated as of July 29, 2011 (together with all amendments and other modifications, if any, from time to time hereafter made thereto, the "Credit Agreement") with Chase Capital Corporation (the "Lender") and such other Persons from time to time party thereto as lenders;

WHEREAS to secure the Obligations under the Credit Agreement, the Pledgors have entered into that certain Pledge and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Lender, pursuant to which the Pledgors have granted to the Lender a security interest in all assets of the Pledgors, including, without limitation, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of each Pledgor's right, title and interest in the Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

Each Pledgor hereby reconfirms the terms of the Security Agreement. Each Pledgor further hereby pledges and mortgages to the Lender, and grants to the Lender a security interest in, such Pledgor's right, title and interest in and to the Trademarks, together with the entire good will of such Pledgor's business and all other general intangibles connected with the use of and symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of such Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgors hereunder secures the payment of all Obligations under and as defined in each of the Credit Agreement and all other Financing Documents (as defined in the Credit Agreement), in each case, now or hereafter existing under or in respect of the Credit Agreement and the other Financing Documents.

The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

This Trademark Security Agreement has been entered into in connection with the Security Agreement, and the Pledgors and the Lender hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

This Trademark Security Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

If any Pledgor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Pledgors shall give prompt notice in writing to Lender with respect to any such new Trademarks. Pledgors hereby authorize Lender to unilaterally modify this Trademark Security Agreement by amending Schedule A to include such new Trademarks on Schedule A. However, no failure to so modify Schedule A shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademarks, whether or not listed on Schedule A.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Pledgors and the Lender have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 29th day of July, 2011.

**PLEDGORS:**

**P & L DEVELOPMENT OF NEW YORK CORPORATION, a New York corporation**

By: [Signature]  
Name: Mitchell Sym  
Title: Person CEO

**PLD ACQUISITIONS LLC, a Florida limited liability company**

By: P & L Development of New York Corporation, its Member/Manager

By: [Signature]  
Name: Mitchell Sym  
Title: Person CEO

**LENDER:**

**CHASE CAPITAL CORPORATION**

By: \_\_\_\_\_  
Name: W. Robert Felker  
Title: Chief Operating Officer

IN WITNESS WHEREOF, each of the Pledgors and the Lender have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereto duly authorized as of the 29th day of July, 2011.

**PLEDGORS:**

**P & L DEVELOPMENT OF NEW YORK CORPORATION, a New York corporation**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FLD ACQUISITIONS LLC, a Florida limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LENDER:**

**CHASE CAPITAL CORPORATION**

  
Name: W. Robert Felker  
Title: Chief Operating Officer

**SCHEDULE A**

| MARK  | SERIAL NO. | REGISTRATION NO. | DATE       | GRANTOR                                   |
|---|------------|------------------|------------|---|
| Our Special Value                           | 75111759   | 2158098          | 5/19/98    | P & L Development of New York Corporation |
| Avema Pharma Solutions                      | 76685661   | 3731719          | 12/29/09   | P & L Development of New York Corporation |
| v   | 76710699   | 4239573          | 02/27/2012 | P & L Development of New York Corporation |
| PLDEVELOPMENTS                              | 76710702   | 4215781          | 02/27/2012 | P & L Development of New York Corporation |
| Put our quality and trust behind your brand | 76710700   | 4215779          | 02/27/2012 | P & L Development of New York Corporation |
| PLDEVELOPMENTS (and design)                 | 76710701   | 4215780          | 02/27/2012 | P & L Development of New York Corporation |
| READYINCASE                                 | 76712475   | NA               | NA         | P & L Development of New York Corporation |
| READYINCASE (and design)                    | 76712474   | NA               | NA         | P & L Development of New York Corporation |

|   |          |    |    |  |
|---|----------|----|----|--|
| READYIN CASE<br>REMEDIES ON-<br>THE-GO              | 76712472 | NA | NA | P & L<br>Development of<br>New York<br>Corporation |
| READYIN CASE<br>REMEDIES ON-<br>THE-GO (and design) | 76712473 | NA | NA | P & L<br>Development of<br>New York<br>Corporation |
| READY IN CASE                                       | 76711995 | NA | NA | P & L<br>Development of<br>New York<br>Corporation |
| READY IN CASE –<br>REMEDIES TO GO                   | 76711996 | NA | NA | P & L<br>Development of<br>New York<br>Corporation |
| DR. ORDERED   | 76712639 | NA | NA | P & L<br>Development of<br>New York<br>Corporation |
| DOCTOR ORDERED                                      | 76712638 | NA | NA | P & L<br>Development of<br>New York<br>Corporation |
| SUPPLEMENTING<br>HEALTH                             | 76713241 | NA | NA | P & L<br>Development of<br>New York<br>Corporation |
| HEARTBURN<br>RELIEF 24 HOUR                         | 76712900 | NA | NA | P & L<br>Development of<br>New York<br>Corporation |



|   |          |    |    |  |
|---|----------|----|----|--|
| SENSATIONAL SKIN                              | 76713238 | NA | NA | P & L<br>Development of<br>New York<br>Corporation |
| SENSATIONAL SELF                              | 76713240 | NA | NA | P & L<br>Development of<br>New York<br>Corporation |
| SENSATIONAL HAIR AND NAILS                    | 76713239 | NA | NA | P & L<br>Development of<br>New York<br>Corporation |
| SENSATIONAL SKIN                              | 76713238 | NA | NA | P & L<br>Development of<br>New York<br>Corporation |
| FOLICAL                                       | 76713803 | NA | NA | P & L<br>Development of<br>New York<br>Corporation |
| SNOOZEASE                                     | 76713294 | NA | NA | P & L<br>Development of<br>New York<br>Corporation |
| PUT OUR QUALITY AND SERVICE BEHIND YOUR BRAND | 76714058 | NA | NA | P & L<br>Development of<br>New York<br>Corporation |
| HIS EDGE                                      | 76714130 | NA | NA | P & L<br>Development of<br>New York<br>Corporation |