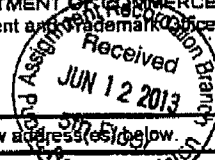


06/12/2013
07/02/2013Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/12)

103659894

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

P & L Development of New York Corporation

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: New York
☐ Other _____

Citizenship (see guidelines) New YorkAdditional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 5, 2013

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: JPMorgan Chase Bank, N.A., as Admin. AgentStreet Address: 21 South Clark Street, 7th FloorCity: ChicagoState: IllinoisCountry: USA Zip: 60603

- ☐ Individual(s) Citizenship _____
☒ Association Citizenship National - USA
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) Text

75111759

B. Trademark Registration No.(s)

2158098

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Our Special Value

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Amy Hecht, Esq.Internal Address: Cullen and Dykman LLPStreet Address: 100 Quentin Roosevelt BoulevardCity: Garden CityState: New York Zip: 11530Phone Number: 516-357-3700

Docket Number: _____

Email Address: ahecht@cullenanddykman.com

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$615.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Deposit Account Number 66112/2013 HTCK11 88893885 2158098Authorized User Name AS: FF:AS21 46.88 OP
DE: FC:BJCC 575.88 05

9. Signature:

Amy F. Hecht

Signature

Date

6-6-13

Amy F. Hecht
Name of Person Signing

Total number of pages including cover sheet, attachments, and document

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RECORDATION FORM COVER SHEET ATTACHMENT

4. Application number(s) or registration number(s) and identification or description of the Trademark.

	MARK	SERIAL NO.	REGISTRATION NO.	DATE	GRANTOR
1.	Our Special Value	75111759	2158098	5/19/98	P & L Development of New York Corporation
2.	Avema Pharma Solutions	76685661	3731719	12/29/09	P & L Development of New York Corporation
3.	v	767106999	4239573	02/27/2012	P & L Development of New York Corporation
4.	PLDEVELOPMENTS	76710702	4215781	02/27/2012	P & L Development of New York Corporation
5.	Put our quality and trust behind your brand	76710700	4215779	02/27/2012	P & L Development of New York Corporation
6.	PLDEVELOPMENTS (and design)	76710701	4215780	02/27/2012	P & L Development of New York Corporation
7.	READYINCASE	76712475	NA	NA	P & L Development of New York Corporation
8.	READYINCASE (and design)	76712474	NA	NA	P & L Development of New York Corporation
9.	READYINCASE REMEDIES ON-THE-GO	76712472	NA	NA	P & L Development of New York Corporation

	MARK	SERIAL NO.	REGISTRATION NO.	DATE	GRANTOR
10.	READYIN CASE REMEDIES ON-THE-GO (and design)	76712473	NA	NA	P & L Development of New York Corporation
11.	READY IN CASE	76711995	NA	NA	P & L Development of New York Corporation
12.	READY IN CASE - REMEDIES TO GO	76711996	NA	NA	P & L Development of New York Corporation
13.	DR. ORDERED	76712639	NA	NA	P & L Development of New York Corporation
14.	DOCTOR ORDERED	76712638	NA	NA	P & L Development of New York Corporation
15.	SUPPLEMENTING HEALTH	7671321241	NA	NA	P & L Development of New York Corporation
16.	HEARTBURN RELIEF 24 HOUR	76712900	NA	NA	P & L Development of New York Corporation
17.	SENSATIONAL SKIN	76713238	NA	NA	P & L Development of New York Corporation
18.	SENSATIONAL SELF	76713240	NA	NA	P & L Development of New York Corporation
19.	SENSATIONAL HAIR AND NAILS	76713239	NA	NA	P & L Development of New York Corporation
20.	SENSATIONAL SKIN	76713238	NA	NA	P & L Development of New York Corporation

	MARK	SERIAL NO.	REGISTRATION NO.	DATE	GRANTOR
21.	FOLICAL	76713803	NA	NA	P & L Development of New York Corporation
22.	SNOOZEASE	76713294	NA	NA	P & L Development of New York Corporation
23.	PUT OUR QUALITY AND SERVICE BEHIND YOUR BRAND	76714058	NA	NA	P & L Development of New York Corporation
24.	HIS EDGE	76714130	NA	NA	P & L Development of New York Corporation

AMENDED AND RESTATED SECURITY AGREEMENT (TRADEMARKS)

WHEREAS P & L Development of New York Corporation, a New York corporation, (the "Pledgor") is the owner and user 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 Pledgor, collectively, the "Trademarks");

WHEREAS the Pledgor has entered into that certain Amended and Restated Credit Agreement dated as of June 5, 2013 (together with all amendments and other modifications, if any, from time to time hereafter made thereto, the "Amended Credit Agreement") with JPMorgan Chase Bank, N.A. (the "Administrative Agent"), P & L Holding Enterprises Corp. (the "Loan Guarantor") and the Lenders party thereto (the "Lenders");

WHEREAS to secure all of Pledgor's obligations under the Amended Credit Agreement, the Pledgor has entered into that certain Amended and Restated Pledge and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Amended Security Agreement") with the Administrative Agent and the Loan Guarantor, pursuant to which Pledgor has granted to the Administrative Agent on behalf of the Lenders a security interest in all assets of Pledgor, including, without limitation, the Trademarks;

WHEREAS the parties to the Amended Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Amended Credit Agreement) shall occur and be continuing, the Administrative Agent 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 Amended Credit Agreement and the Amended Security Agreement in connection with all of 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, Pledgor hereby agrees as follows:

Pledgor hereby reconfirms the terms of the Amended Security Agreement. Pledgor further hereby pledges and mortgages to the Administrative Agent on behalf of each Lender, and grants to the Administrative Agent on behalf of each Lender a security interest in, Pledgor's right, title and interest in and to the Trademarks, together with the entire good will of 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 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 Pledgor hereunder secures the payment of all obligations under and as defined in each of the Amended Credit Agreement and all other Loan Documents (as defined in the Amended

Credit Agreement), in each case, now or hereafter existing under or in respect of the Amended Credit Agreement and the other Loan Documents.

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

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

This Amended and Restated Security Agreement (Trademarks) shall be governed by, and construed in accordance with the laws of the State of New York.

This Amended and Restated Security Agreement (Trademarks) 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 Amended and Restated Security Agreement (Trademarks) by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amended and Restated Security Agreement (Trademarks).

If Pledgor shall obtain rights to any new Trademarks, the provisions of this Amended and Restated Security Agreement (Trademarks) shall automatically apply thereto. Pledgor shall give prompt notice in writing to Administrative Agent and each Lender with respect to any such new Trademarks. Pledgor hereby authorizes Administrative Agent to unilaterally modify this Amended and Restated Security Agreement (Trademarks) 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 Administrative Agent's continuing security interest in all Trademarks, whether or not listed on Schedule A.

This Amended and Restated Security Agreement (Trademarks) amends and restates in its entirety the Amended and Restated Security Agreement (Trademarks) dated as of July 29, 2011 among P & L Development of New York Corporation, PLD Acquisitions LLC, and JPMorgan Chase Bank, N.A., as same may have been amended from time to time.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Pledgor and the Administrative Agent have caused this Amended and Restated Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 5th of June, 2013.

PLEDGOR:

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

By: 

Name: Mitchell Singer
Title: President & CEO

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Jim Maron
Title: Authorized 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	767106999	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
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