

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
CRAMER PRODUCTS, INC.		08/06/2013	CORPORATION: KANSAS

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: 42

Property Type	Number	Word Mark
Registration Number:	1578518	CRAMER
Registration Number:	0819691	CRAMER OF GARDNER, KANSAS
Registration Number:	0527062	ATOMIC BALM
Registration Number:	0847161	CINDER SUDS
Registration Number:	3125975	CO-GRIP
Registration Number:	0568042	CRAMERGESIC
Registration Number:	0576532	DEXTROTABS
Registration Number:	0537781	FIRM GRIP
Registration Number:	0535897	THE FIRST AIDER
Registration Number:	3996203	THE FIRST AIDER
Registration Number:	0773970	FUNGOSPRAY
Registration Number:	0535365	ISO-QUIN
Registration Number:	0434451	NITROTAN
Registration Number:	1218063	Q. D. A.

OP \$1065.00 1578518

Registration Number:	0437692	RED HOT OINTMENT
Registration Number:	1384922	SKIN-LUBE
Registration Number:	0709153	STRAWBERRY
Registration Number:	0557515	SUN GLARE
Registration Number:	0522098	TUF-SKIN
Registration Number:	1882336	COSOM
Registration Number:	0975417	C COSOM
Registration Number:	1394191	FUN BALL
Registration Number:	2830148	ACTIVE ANKLE
Registration Number:	2830147	ACTIVE ANKLE
Registration Number:	1734604	ACTIVE ANKLE
Registration Number:	2127981	A ACTIVE ANKLE
Registration Number:	2815211	A ACTIVE ANKLE
Registration Number:	2813223	A ACTIVE ANKLE
Registration Number:	2815210	A ACTIVE ANKLE
Registration Number:	2853996	A ACTIVE ANKLE
Registration Number:	3729245	ACTIVE INNOVATIONS
Registration Number:	3053128	DNS
Registration Number:	2974371	DNS
Registration Number:	2968698	DNS
Registration Number:	3304730	TFS
Registration Number:	3309691	TFS
Registration Number:	3304489	TFS
Registration Number:	3413231	TRIGGER FINGER SOLUTION
Registration Number:	3220782	MULTI-PHASE
Registration Number:	3568422	VOLT
Registration Number:	3568423	VOLT
Registration Number:	3568401	VOLT

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.

TRADEMARK
REEL: 005087 FRAME: 0983

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:	08/08/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

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

August 6, 2013

WHEREAS, Cramer Products, Inc., a Kansas 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 October 11, 2012 (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 October 11, 2012 (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.

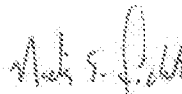
The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made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

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

CRAMER PRODUCTS, INC.

By: _____



Name: Niel Lichti

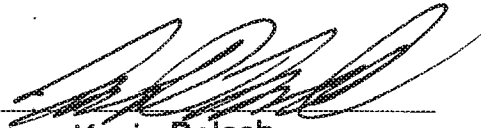
Title: Treasurer

Signature Page to Trademark Security Agreement -- Cramer Products, Inc.

TRADEMARK
REEL: 005087 FRAME: 0987

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>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
United States	CRAMER and Design (solid logo)	1,578,518	1/23/90
United States	CRAMER OF GARDNER, KANSAS and Design (outline logo)	819,691	12/6/66
United States	ATOMIC BALM (Stylized)	527,062	7/4/50
United States	CINDER SUDS	847,161	4/2/68
United States	CO-GRIP	3,125,975	8/8/06
United States	CRAMERGESIC	568,042	12/16/52
United States	DEXTROTABS	576,532	6/23/53*
United States	FIRM GRIP	537,781	2/13/51
United States	THE FIRST AIDER	535,897	1/2/51
United States	THE FIRST AIDER	3,996,203	7/19/11
United States	FUNGOSPRAY (Stylized)	773,970	7/28/64
United States	ISO-QUIN	535,365	12/26/50
United States	NITROTAN	434,451	11/18/47
United States	Q.D.A.	1,218,063	11/30/82
United States	RED HOT OINTMENT	437,692	3/30/48
United States	SKIN-LUBE	1,384,922	3/4/86
United States	STRAWBERRY	709,153	12/27/60
United States	SUN GLARE	557,515	4/15/52
United States	TUF-SKIN (Stylized)	522,098	3/14/50
United States	COSOM	1,882,336	3/7/95
United States	C COSOM and Design	975,417	12/25/73**
United States	FUN BALL	1,394,191	5/20/86
United States	ACTIVE ANKLE	2,830,148	4/6/04
United States	ACTIVE ANKLE	2,830,147	4/6/04
United States	ACTIVE ANKLE	1,734,604	11/24/92
United States	A ACTIVE ANKLE & Design	2,127,981	1/13/98
United States	A ACTIVE ANKLE & Design	2,815,211	2/17/04
United States	A ACTIVE ANKLE & Design	2,813,223	2/10/04
United States	A ACTIVE ANKLE & Design	2,815,210	2/17/04
United States	A ACTIVE ANKLE & Design	2,853,996	6/15/04
United States	ACTIVE INNOVATIONS	3,729,245	12/22/09
United States	DNS & Design	3,053,128	1/31/06
United States	DNS & Design	2,974,371	7/19/05
United States	DNS	2,968,698	7/12/05

United States	TFS & Design	3,304,730	10/2/07
United States	TFS & Design	3,309,691	10/9/07
United States	TFS	3,304,489	10/2/07
United States	TRIGGER FINGER SOLUTION	3,413,231	4/15/08
United States	MULTI-PHASE	3,220,782	3/20/07
United States	VOLT & Design (black/white)	3,568,422	1/27/09
United States	VOLT & Design (color)	3,568,423	1/27/09
United States	VOLT	3,568,401	1/27/09
Canada	COSOM	TMA270,933	7/9/82
Canada	CRAMER and Design	TMA228,838	7/7/78
Australia	CRAMER and Design	298,066	6/24/76
China	CRAMER and Design	4,225,345	11/28/06
China	CRAMER and Design	4,225,346	12/28/06
China	CRAMER and Design	4,225,347	4/28/08
China	CRAMER and Design	4,225,348	2/7/08
European Union	CRAMER and Design	134,528	5/12/98
South Korea	CRAMER and Design	40-0937942	10/18/12
Russian Federation	CRAMER and Design	304,245	4/4/06
Spain	CRAMER and Design	1,561,175	4/5/93
European Union	A ACTIVE ANKLE and Design	9,065,781	2/10/11

TRADEMARK APPLICATIONS

<u>Country</u>	<u>Trademark</u>	<u>App. No.</u>	<u>App. Date</u>
Taiwan	CRAMER	101065598	11/19/12

TRADEMARK LICENSES