

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VITAG CORPORATION		08/19/2013	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	VITAG INVESTMENT HOLDINGS LLC		
Street Address:	600 TRAVIS STREET		
Internal Address:	C/O DENHAM CAPITAL MANAGEMENT LP		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3889056	VITAG	
Registration Number:	3866127	BENEFICIAL USEABLE TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	039722-0032		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
Signature:	/kja/		

OP \$65.00 3889056

TRADEMARK

Date:

08/21/2013

Total Attachments: 4

source=VitAg - Trademark Security Agreement(2704622_1_DC)#page1.tif

source=VitAg - Trademark Security Agreement(2704622_1_DC)#page2.tif

source=VitAg - Trademark Security Agreement(2704622_1_DC)#page3.tif

source=VitAg - Trademark Security Agreement(2704622_1_DC)#page4.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated August 19, 2013, is made by the Persons listed on the signature pages hereof (collectively, the “*Pledgors*”) in favor of VitAG Investment Holdings LLC (the “*Lender*”).

WHEREAS, VitAg, LLC (the “*Borrower*”), a Massachusetts limited liability company, and the Lender have entered into the Secured Promissory Note, dated as of the date hereof (as it may be amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “*Note*”). Terms defined in the Note and not otherwise defined herein are used herein as defined in the Note.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Note, each Pledgor has executed and delivered that certain Pledge and Security Agreement, dated August 19, 2013, made by the Pledgors to the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Pledgors have granted to the Lender a security interest in, among other property, certain trademarks of the Pledgors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows

Grant of Security. Each Pledgor hereby grants to the Lender a security interest in all of such Pledgor’s right, title and interest in and to the following (the “*Collateral*”):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through

(iv), the security interest created hereby shall not extend to, and the term "Collateral," shall not include, any Excluded Property (as defined in the Security Agreement).

Security for Obligations. The grant of a security interest in, the Collateral by each Pledgor under this Trademark Security Agreement secures the payment of all Secured Obligations (as defined in the Security Agreement) of such Pledgor now or hereafter existing under or in respect of Note, Security Agreement or Guaranty (as such documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to the Lender under the Note or Guaranty but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Pledgor.

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

Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

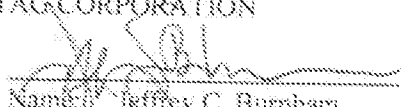
Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VITAG CORPORATION

By


Name: Jeffrey C. Burnham
Title: President and CEO

[Signature Page to Trademark Security Agreement]

Schedule A

<i>PLEDGOR</i>	<i>MARK</i>	<i>REG. NO. AND DATE</i>	<i>APP. NO. FILING DATE</i>
VITAG CORPORATION	VITAG	3,889,056 December 14, 2010 Principal Register	77/943,959 (02/24/2010)
VITAG CORPORATION	A BENEFICIAL USABLE TECHNIOLOGY	3,866,127 Oct. 19, 2010 Supplemental Register	77/944,005 (02/24/2010)