

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DESIGN RX, LLC		11/04/2013	LIMITED LIABILITY COMPANY: WYOMING
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as collateral agent		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3322379	DESIGNRX	
Registration Number:	3454412	DESIGNRXCLUSIVE	
Registration Number:	3265818	DESIGNRX	
Registration Number:	3458670	DESIGN RXCLUSIVE	
Registration Number:	3408268	DESIGNRX	
Registration Number:	3368682	DESIGNRX	
Registration Number:	4071022	FERTILITY BY DESIGN	
Registration Number:	3242923	MANAGED CASH	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		

OP \$215.00 3322379

Address Line 1: c/o Cahill Gordon & Reindel LLP
Address Line 2: 80 Pine Street
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Elaine Carrera

Signature: /Michael Barys TR/

Date: 11/05/2013

Total Attachments: 6
source=19. First Lien Trademark Security Agreement [Executed]#page1.tif
source=19. First Lien Trademark Security Agreement [Executed]#page2.tif
source=19. First Lien Trademark Security Agreement [Executed]#page3.tif
source=19. First Lien Trademark Security Agreement [Executed]#page4.tif
source=19. First Lien Trademark Security Agreement [Executed]#page5.tif
source=19. First Lien Trademark Security Agreement [Executed]#page6.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

DESIGN RX, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC - WY
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 4, 2013

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as collateral agent

Street Address: 383 Madison Avenue

City: New York

State: NY

Country: USA Zip: 10179

- Individual(s) Citizenship _____
- Association Citizenship 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

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

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

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

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

8

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

November 4, 2013
Date

Elaine Carrera

Name of Person Signing

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

6

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

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of November 4, 2013, by and among **DESIGN RX, LLC** (“Grantor”) and **JPMORGAN CHASE BANK, N.A.**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Grantor is party to a First Lien Pledge and Security Agreement, dated as of November 4, 2013 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified, the “First Lien Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the First Lien Security Agreement), Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the Trademarks of Grantor listed on Schedule I attached hereto and all goodwill associated with such Trademarks (the “Trademark Collateral”).

SECTION 3. First Lien Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the First Lien Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the First Lien Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the First Lien Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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 contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

DESIGN RX, LLC

By: 

Name: Thomas J. Welsh

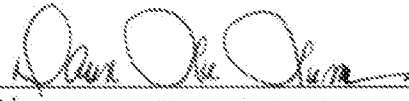
Title: Chief Financial Officer

[First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005146 FRAME: 0952

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent




By: 
Name: Dawn L. LeeLum
Title: Executive Director

[First Lien Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 005146 FRAME: 0953

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

MARK	Status	Ser. /Reg. No.	Owner
	Registered.	3,322,379	Design Rx, LLC
DESIGNRXCLUSIVE	Registered.	3,454,412	Design Rx, LLC
DESIGNRX	Registered.	3,265,818	Design Rx, LLC
	Registered.	3,458,670	Design Rx, LLC
	Registered.	3,408,268	Design Rx, LLC
DESIGNRX	Registered.	3,368,682	Design Rx, LLC
FERTILITY BY DESIGN	Registered.	4,071,022	Design Rx, LLC
MANAGED CASH	Registered.	3,242,923	Design Rx, LLC