

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
Unidine Corporation		11/26/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	GCI Capital Markets LLC, as Administrative Agent
Street Address:	150 South Wacker Drive, Suite 800
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4377671	
Registration Number:	4302761	OH SO GOOD
Registration Number:	2982788	UNIDINE
Registration Number:	2996715	U
Registration Number:	2982787	PUTTING OUR EXPERTISE ON THE TABLE

**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, Paralegal  
 Address Line 1: Goldberg Kohn Ltd.  
 Address Line 2: 55 East Monroe Street, Suite 3300  
 Address Line 4: Chicago, ILLINOIS 60603

OP \$140.00 4377671

ATTORNEY DOCKET NUMBER:	6483.071
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	11/26/2013
Total Attachments: 5 source=Unidine Trademark Security Agreement#page1.tif source=Unidine Trademark Security Agreement#page2.tif source=Unidine Trademark Security Agreement#page3.tif source=Unidine Trademark Security Agreement#page4.tif source=Unidine Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of November 26, 2013, by and between UNIDINE CORPORATION, a Delaware corporation ("Grantor"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are

more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

*[Signature Page Follows]*

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

UNIDINE CORPORATION

By: 

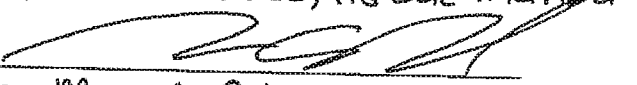
Name: Richard B. Schenkel

Title: President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,  
as Administrative Agent

By: GC Advisors LLC, its sde member

By: 

Name: Marc C. Robinson

Title: Managing Director

Schedule A

Registered Trademarks

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
None (Design Only)	85706154	Registered	4377671	07/30/13
OH SO GOOD	85605473	Registered	4302761	03/12/13
UNIDINE	76596648	Registered	2982788	08/09/05
U	76596649	Registered	2996715	09/20/05
PUTTING OUR EXPERTISE ON THE TABLE	76596647	Registered	2982787	08/09/05