

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
P & L Development, LLC (successor by merger to P & L Development of New York Corporation)		11/26/2013	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 22		
Property Type	Number	Word Mark
Registration Number:	2158098	OUR SPECIAL VALUE
Registration Number:	3731719	AVÉMA PHARMA SOLUTIONS
Registration Number:	4239573	PLD
Registration Number:	4215781	PLDEVELOPMENTS
Registration Number:	4215779	PUT OUR QUALITY AND TRUST BEHIND YOUR BR
Registration Number:	4215780	PLDEVELOPMENTS
Serial Number:	76712475	READYINCASE
Serial Number:	76712474	READYINCASE
Serial Number:	76712472	READYINCASE REMEDIES ON-THE-GO
Serial Number:	76712473	READYINCASE REMEDIES ON-THE-GO
Serial Number:	76711995	READY IN CASE-REMEDIES TO GO
Serial Number:	76711996	READY IN CASE
Serial Number:	76712638	DOCTOR ORDERED

CH \$565.00 2158098

Serial Number:	76712900	HEARTBURN RELIEF 24 HOUR
Serial Number:	76713240	SENSATIONAL SELF
Serial Number:	76713239	SENSATIONAL HAIR AND NAILS
Serial Number:	76713294	SNOOZEASE
Serial Number:	76714058	PUT OUR QUALITY AND SERVICE BEHIND YOUR
Serial Number:	76714130	HIS EDGE
Serial Number:	76713803	FOLICAL
Serial Number:	76712639	DR. ORDERED
Serial Number:	76713238	SENSATIONAL SKIN

CORRESPONDENCE DATA

Fax Number: 2149813400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 36084-39250

NAME OF SUBMITTER: Dusan Clark

Signature: /Dusan Clark/

Date: 11/26/2013

Total Attachments: 5

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SECURITY AGREEMENT (TRADEMARKS)

WHEREAS P & L Development, LLC, as successor by merger to 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 Pledgor has entered into that certain Credit Agreement dated as of November 26, 2013 (together with all amendments and other modifications, if any, from time to time hereafter made thereto, the "Credit Agreement") with JPMorgan Chase Bank, N.A. (the "Administrative Agent"), P & L Holding Enterprises Corp., the other loan parties party thereto and the Lenders party thereto (the "Lenders");

WHEREAS to secure all of Pledgor's obligations under the Credit Agreement, the Pledgor has entered into that certain Pledge and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Administrative Agent and the other loan parties party thereto, 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 Credit Agreement contemplate and intend that, if an Event of Default (as defined in the 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 Credit Agreement and the 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 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 Credit Agreement and all other Loan Documents (as defined in the Credit Agreement), in

each case, now or hereafter existing under or in respect of the 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 Security Agreement (Trademarks).

This Security Agreement (Trademarks) has been entered into in connection with the 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 Security Agreement, the terms and provisions of which are incorporated herein by reference.

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

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


If Pledgor shall obtain rights to any new Trademarks, the provisions of this 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 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.

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IN WITNESS WHEREOF, the Pledgor and the Administrative Agent have caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto.

PLEDGOR:

P & L DEVELOPMENT, LLC (successor by merger to P & L Development of New York Corporation)

By: 
Name: Mitchell Singer
Title: President

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Pledgor and the Administrative Agent have caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto.

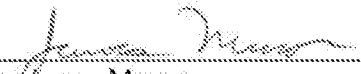
PLEDGOR:

P & L DEVELOPMENT, LLC(successor by merger to P & L Development of New York Corporation)

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By:  _____
Name: James Maron
Title: Authorized Officer

SCHEDULE A

MARK	SERIAL NO.	REGISTRATION NO.	DATE
Our Special Value	75111759	2158098	5/19/98
Avema Pharma Solutions	76685661	3731719	12/29/09
PLD	76710699	4239573	02/27/2012
PLDEVELOPMENTS	76710702	4215781	02/27/2012
Put our quality and trust behind your brand	76710700	4215779	02/27/2012
PLDEVELOPMENTS (and design)	76710701	4215780	02/27/2012
READYINCASE	76712475	NA	NA
READYINCASE (and design)	76712474	NA	NA
READYINCASE REMEDIES ON-THE-GO	76712472	NA	NA
READYINCASE REMEDIES ON-THE-GO (and design)	76712473	NA	NA
READY IN CASE- REMEDIES TO GO	76711995	NA	NA
READY IN CASE	76711996	NA	NA
DR. ORDERED	76712639	NA	NA
DOCTOR ORDERED	76712638	NA	NA
HEARTBURN RELIEF 24 HOUR	76712900	NA	NA
SENSATIONAL SKIN	76713238	NA	NA
SENSATIONAL SELF	76713240	NA	NA
SENSATIONAL HAIR AND NAILS	76713239	NA	NA
SNOOZEASE	76713294	NA	NA
PUT OUR QUALITY AND SERVICE BEHIND YOUR BRAND	76714058	NA	NA
HIS EDGE	76714130	NA	NA
FOLICAL	<u>76713803</u>	NA	NA