

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, as successor by merger to P & L Development of New York Corporation		11/26/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Chase Capital Corporation, as Collateral Agent		
Street Address:	10 South Dearborn Street, Floor 19		
Internal Address:	Mailcode IL1-0548		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	75111759	OUR SPECIAL VALUE	
Serial Number:	76685661	AVÉMA PHARMA SOLUTIONS	
Serial Number:	76710699	PLD	
Serial Number:	76710702	PLDEVELOPMENTS	
Serial Number:	76710700	PUT OUR QUALITY AND TRUST BEHIND YOUR BR	
Serial Number:	76710701	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	

OP \$565.00 75111759

Serial Number:	76711996	READY IN CASE
Serial Number:	76712639	DR. ORDERED
Serial Number:	76712638	DOCTOR ORDERED
Serial Number:	76712900	HEARTBURN RELIEF 24 HOUR
Serial Number:	76713238	SENSATIONAL SKIN
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

CORRESPONDENCE DATA

Fax Number: 3128637867

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6923.014
NAME OF SUBMITTER:	Jaclyn Di Grande
Signature:	/jaclyn di grande/
Date:	11/27/2013

Total Attachments: 5

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The security interests securing the obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement dated as of November 26, 2013 (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, the "Intercreditor Agreement") between JPMorgan Chase Bank, N.A., as the First Priority Agent and Chase Capital Corporation, as the Second Priority Agent, and acknowledged and agreed to by P & L Development, LLC, a Delaware limited liability company, P & L Development Holdings, LLC, a Delaware limited liability company, and the other Credit Parties party thereto, as Credit Parties, to the "First Priority Debt," as defined therein; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement.

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 Chase Capital Corporation (the "Collateral Agent"), P & L Development, LLC, 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 Collateral Agent and the other loan parties party thereto, pursuant to which Pledgor has granted to the Collateral 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 Collateral 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 Collateral Agent on behalf of each Lender, and grants to the Collateral 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 Collateral Agent hereby acknowledge and agree that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Collateral 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 internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

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 Collateral Agent and each Lender with respect to any such new Trademarks. Pledgor hereby authorizes Collateral 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 Collateral 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 Collateral 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

COLLATERAL AGENT:

CHASE CAPITAL CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Pledgor and the Collateral 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:

COLLATERAL AGENT:

CHASE CAPITAL CORPORATION

By: W.E. Williams
Name: W.E. Williams
Title: President

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	76713803	NA	NA