

## 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
MEDPORT, LLC		12/03/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	ROCKLAND TRUST COMPANY		
Street Address:	288 Union Street		
City:	Rockland		
State/Country:	MASSACHUSETTS		
Postal Code:	02370		
Entity Type:	Massachusetts Trust Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4347626	L.O.T.G.	
Registration Number:	4339648	DIP N' DUNK	
Registration Number:	4343579	FRESH SELECTS	
Registration Number:	4343820	JAXX	
Registration Number:	4334947	COOL COOLERS	
Registration Number:	4238793	FRESH STARTS	
Registration Number:	4238788	FRESH STARTS	
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>			
Phone:	401-861-8200		
Email:	trademark@psh.com		
Correspondent Name:	John E. Ottaviani Esq.		
Address Line 1:	40 Westminster Street, Suite 1100		

Address Line 2: Partridge Snow & Hahn LLP  
Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER: 3968-101

NAME OF SUBMITTER: John E. Ottaviani Esq.

Signature: /jeo/

Date: 12/06/2013

**Total Attachments: 18**

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**SECOND MODIFICATION TO STANDARD REVOLVING FINANCING AGREEMENT  
AND SECOND AMENDMENT TO SECURITY AGREEMENT AND INTELLECTUAL  
PROPERTY SECURITY AGREEMENT FOR PATENTS AND TRADEMARKS AND  
INTELLECTUAL PROPERTY SECURITY AGREEMENT FOR COPYRIGHTS**

This Second Modification to Standard Revolving Financing Agreement and Second Amendment to Security Agreement and Intellectual Property Security Agreement for Patents and Trademarks and Intellectual Property Security Agreement for Copyrights (this "Agreement") is made effective as of the 3rd day of December, 2013, by and between MEDPORT LLC, a Rhode Island limited liability company ("Borrower"), and ROCKLAND TRUST COMPANY, a Massachusetts trust company ("Bank"), in the following circumstances:

A. Borrower and Bank are parties to that certain Standard Revolving Financing Agreement dated July 28, 2011, as amended by the First Modification to Standard Revolving Financing Agreement and First Amendment to Security Agreement and Intellectual Property Security Agreement for Patents and Trademarks and Intellectual Property Security Agreement for Copyrights (the "First Modification") dated as of December 31, 2012 by and between Borrower and Bank (as amended, the "Credit Agreement"), pursuant to which Credit Agreement, Bank, among other things, established a revolving credit facility for loans to Borrower in the maximum aggregate principal amount of [REDACTED] (the "Loan"). All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Credit Agreement.

B. The Loan is evidenced by that certain Amended and Restated Commercial Promissory Note dated as of December 31, 2012 (as amended and restated, the "Note") made by Borrower in favor of Bank in the stated principal amount of [REDACTED].

C. Borrower and Bank are parties to that certain Security Agreement dated July 28, 2011, as amended by the First Modification (as amended, the "Security Agreement") securing obligations of Borrower under the Loan and the Credit Agreement.

D. Borrower and Bank, among others, are parties to that certain Intellectual Property Security Agreement for Patents and Trademarks dated July 28, 2011, as amended by the First Modification (as amended, the "IP Security Agreement for Patents and Trademarks") and that certain Intellectual Property Security Agreement for Copyrights dated July 28, 2011, as amended by the First Modification (as amended, the "IP Security Agreement for Copyrights") (the IP Security Agreement for Patents and Trademarks and IP Security Agreement for Copyrights shall hereinafter collectively be referred to as the "Intellectual Property Security Agreements"), each securing obligations of Borrower under the Loan and the Credit Agreement.

E. Borrower has requested that Bank amend the Credit Agreement and amend, restate and replace the Note to increase the Loan to [REDACTED], and Bank has agreed to the same but only upon the terms and conditions set forth herein and in the documents executed in connection herewith.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Credit Agreement. The Credit Agreement is hereby amended as follows:

1.1 Section 3 of the Credit Agreement is hereby deleted in its entirety and the following paragraph is inserted in place thereof and substituted therefor:

“The revolving loans may be terminated at any time by the Bank in its sole and absolute discretion and all outstanding advances made by the Bank to the Borrower hereunder will be due and payable on demand. Provided, that the revolving loans have not been terminated earlier by demand, default or otherwise, the revolving loans will be available for advances until June 30, 2015 (the “Credit Expiration Date”). Unless the revolving loans are renewed by the Bank, no further advances will be permitted after the Credit Expiration Date. Availability for the revolving loans will be considered renewed if and only if the Bank has sent the Borrower a written notice of renewal (the “Renewal Notice”) effective as of or prior to the Credit Expiration Date. Renewal will be in the sole discretion of the Bank and may require certain additional conditions or changes as a condition of renewal. If renewed, the revolving loans will remain subject to all the terms and conditions set forth in the Amended and Restated Commercial Promissory Note, dated as of December 3, 2013, any guarantees of the Guarantors, this Agreement and all other documents and instruments evidencing, securing or relating to the revolving loans, together with all extensions, renewals, modification and amendments thereof.”

1.2 The subparagraph entitled “Eligible Inventory” in Section 6 of the Credit Agreement is hereby deleted in its entirety and the following paragraph is inserted in place thereof and substituted therefor:

“Eligible Inventory” shall mean Inventory that is in first-class condition, in finished form, saleable in the ordinary course of business and excluding, among other items of inventory, all damaged or obsolete inventory, consigned inventory wherever located, inventory designed as on “hold” in the process of assembly and inventory that is stored at a property or warehouse location for which the

Bank has not received a landlord's waiver, warehouse waiver, or such similar document acceptable to the Bank in its sole discretion."

1.3 The subparagraph entitled "Revolving Credit Limit" in Section 6 of the Credit Agreement is hereby deleted in its entirety and the following paragraph is inserted in place thereof and substituted therefor:

"Revolving Credit Limit" shall mean the lesser of (i) [REDACTED] and (ii) the sum of [REDACTED] of the domestic and foreign insured Eligible Receivables less than ninety (90) days from invoice date, plus [REDACTED] of uninsured domestic Eligible Receivables less than ninety (90) days from invoice date, plus [REDACTED] of Eligible Inventory, subject to an inventory cap of [REDACTED] of which a maximum of [REDACTED] may be insured in-transit Inventory. A [REDACTED] cross-aging will be applied to those accounts whose outstanding balance is in excess of ninety (90) days and is [REDACTED] or greater of the total outstanding at the time. Additionally, a carve-out from the available credit will continue to be required on a monthly basis to support the debt service associated with certain Permitted Junior Liens, namely the NMTC Loan (as defined herein). The current amount of said carve-out is [REDACTED], which will continue to be reduced by [REDACTED] each quarter, provided that no event of default has occurred or is continuing in connection with any loans from Bank to Borrower, and provided the Borrower is in compliance with any and all bank covenants associated with such loans, including, without limitation, the covenants set forth in Section 28 hereof. Further, an additional carve-out of [REDACTED] from available credit will be required on a monthly basis to support the Term Loan (as defined herein). The carve-out will reduce each month, which reduction will commence January 3, 2014, by [REDACTED] of the monthly principal payment made by Borrower on the Term Loan and provided that no event of default has occurred or is continuing in connection with any loans from Bank to Borrower, and provided the Borrower is in compliance with any and all bank covenants associated with such loans, including, without limitation, the covenants set forth in Section 28 hereof."

1.4 Section 6 of the Credit Agreement is hereby amended by inserting

the following new paragraph:

“Term Loan” shall mean the [REDACTED] term loan made by Bank to Borrower pursuant to the Loan Agreement dated December 3, 2013 by and between Bank and Borrower, as the same may be modified, amended or restated from time to time.”

1.4 Section 28 of the Credit Agreement is hereby amended by deleting the first paragraph and subsections (i) and (ii) in their entirety and the following paragraphs are inserted in place thereof and substituted therefor:

“Borrower will comply with the following financial covenants during the term of this Agreement commencing December 31, 2013 and tested semi-annually thereafter:

- (i) *Minimum Ratio of Operating Cash Flow to Total Debt Service.* Maintain a minimum Operating Cash Flow to Total Debt Service ratio of [REDACTED]. “Operating Cash Flow” is defined as earnings before interest, taxes, depreciation and amortization, less unfinanced capital expenditures, less shareholder withdrawals, dividends and distributions. “Total Debt Service” is defined as actual principal and interest paid for the period being tested. Compliance with the foregoing shall be based on the trailing twelve (12) month period prior to such test date.
- (ii) *Maximum Ratio of Total Funded Debt to Tangible Capital Base.* Maintain a ratio of Total Funded Debt to Tangible Capital Base less than or equal to [REDACTED]. “Total Funded Debt” is defined as all term debt and any outstanding balances of revolving credit facilities. “Tangible Capital Base” is defined as total equity less goodwill.”

1.5 The Credit Agreement is hereby amended by inserting the following new paragraph 29:

“29. FINANCIAL STATEMENTS: Borrower and each Guarantor will furnish the Bank the following reports:

- (a) Within 120 days after the end of each fiscal year, annual financial statements in form and substance satisfactory to Bank prepared by a certified public accountant acceptable to Bank on a review basis with agreed upon procedures on inventory and accounts receivable, an opinion of Borrower’s certified public accountant that confirms the physical inventory level, any

and all obsolescence, and confirms accounts receivable per generally accepted accounting principles audit level procedures.

(b) Within 30 days after the end of each fiscal quarter, management prepared financial statements consisting of a balance sheet, statement of income and expense in form and detail satisfactory to the to the Bank.

(c) Within 20 days of Borrower's month end, a Borrowing Base Certificate (substantially in the form of Exhibit A), signed by an authorized representative of Borrower, along with a detailed accounts receivable and accounts payable aging report and inventory schedule as of the end of the immediately preceding month.

(d) Within 120 days after the end of each tax year, a personal financial statement of each Guarantor who is an individual as of the previous December 31 or a more recent date on the Bank's standard form.

(e) Within 120 days after the end of each tax year, or within 15 days after filing but not later than October 15 if such return was submitted pursuant to lawful extension (a copy of which extension must be provided to the Lender promptly after filing of the same), a signed copy of the federal income tax return, including all schedules, of Borrower and each Guarantor.

All such reports must be in form and substance satisfactory to the Bank, and in reasonable detail, in accordance with generally accepted accounting principles consistently applied and certified as complete and accurate by Borrower or the Guarantors, as the case may be. The Borrower will also provide, promptly, such other information concerning the Borrower or any Guarantor as the Bank may request from time to time."

2. Amendment to Security Agreement. The Security Agreement is hereby amended as follows:

2.1 All references to the "Standard Revolving Financing Agreement" shall references to the Standard Revolving Financing Agreement, as amended by this Agreement.

2.2 All references to the "Commercial Promissory Note" shall be referenced to the Note, as amended or affected by Section 4.1 of this Agreement as the same may hereinafter be amended, modified or restated.

3. Amendment to Intellectual Property Security Agreements. The Intellectual Property Security Agreements are hereby amended as follows:

3.1 All references to the "Standard Revolving Financing Agreement" shall references to the Standard Revolving Financing Agreement, as amended by this Agreement.

3.2 All references to the "Security Agreement" shall references to the Security Agreement, as amended by this Agreement.

3.3 The list of patents scheduled on Exhibit A to the IP Security Agreement for Patents and Trademarks is hereby deleted in its entirety and replaced with the Exhibit A attached hereto.

3.4 The list of trademarks scheduled on Exhibit B to the IP Security Agreement for Patents and Trademarks is hereby deleted in its entirety and replaced with the Exhibit B attached hereto.

4. Conditions Precedent to Bank's Obligations under this Agreement. Borrower hereby acknowledges and agrees that the agreements set forth herein are made as an inducement to Bank to enter into this Agreement and accommodate Borrower. In addition, Borrower shall satisfy, to Bank's satisfaction, in its reasonable discretion, the following conditions, all of which shall be conditions precedent to the continued efficacy of Bank's obligations under this Agreement.

4.1 Execution and delivery by Borrower of an amendment and restatement of the Note (the "Amended and Restated Note") substantially in the form attached hereto as Exhibit C.

4.2 Payment to Bank of a commitment/increase fee equal to [REDACTED]

4.3 Certificate of Secretary of Borrower certifying the organizational documents of Borrower, the Operating Agreement of Borrower, the authority of Borrower to execute, deliver and perform this Agreement and all instruments executed in connection herewith and the incumbency of the officers of Borrower.

4.4 Certificate of Good Standing of Borrower from the Secretary of State of each jurisdiction in which such Borrower is qualified to do business.

4.5 Opinion of Borrower's legal counsel in form and substance acceptable to Bank and its special counsel.

5. Loan Agreements. All references to the Credit Agreement, Security Agreement, and Intellectual Property Security Agreements, wherever, whenever or however contained or made, are hereby deemed to be references to the Credit Agreement, Security Agreement, and Intellectual Property Security Agreements as modified by this Agreement. By



signing this Agreement in the space indicated below, Borrower hereby affirms and restates in all material respects, as of the date hereof, all of the representations, warranties, covenants and agreements made and set forth in the Credit Agreement, Security Agreement and Intellectual Property Security Agreements and all other documents executed in connection therewith, except as such representations, warranties, covenants and agreements have been amended by this Agreement and except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true, correct and complete in all material respects on and as of such earlier date. As amended hereby, the Credit Agreement, Security Agreement, and Intellectual Property Security Agreements remain in full force and effect.

6. Additional Representations, Warranties and Covenants. In addition to all other representations, warranties and covenants of Borrower set forth herein, the Borrower represents, warrants, and covenants as follows:

6.1 Borrower's actions taken in connection with this Agreement have been duly authorized by all company actions which such Borrower is obligated to take to authorize the agreements made by it hereunder; and such agreements made by Borrower do not violate (a) any provision of any existing Requirement of Law in any material respect, (b) any order or decree of any governmental authority (c) any organizational document of Borrower, or (iv) after giving effect to the amendments contemplated herein, any mortgage, indenture, material contract or other material agreement to which Borrower is a party or is binding upon Borrower or upon any of its respective properties or assets, and except to the extent such violation would not reasonably be expected to have a material adverse effect.

6.2 After giving effect to this Agreement, the security interest granted to Bank in Collateral will continue to be valid and perfected security interest in the Collateral securing the obligations of Borrower to Bank to the same extent as immediately prior to giving effect to this Agreement.

6.3 This Agreement constitutes the valid and binding obligation of the Borrower, and to the best of its knowledge is enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

6.4 Borrower shall, from and after the execution of this Agreement, execute and deliver to the Bank whatever additional documents, instruments, and agreements that the Bank may reasonably require in order to vest or perfect the loan documents executed in connection with the Loan and the collateral granted therein more securely in the Bank and to otherwise give effect to the terms and conditions of this Agreement.

7. Additional Agreements. The parties hereby agree that the loan documents executed in connection with the Loan remain in full force and effect as affected by this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties

hereto and their respective heirs, administrators, executors, representatives, successors, and permitted assigns. In the event that any provision of this Agreement conflicts with any provision of the loan documents executed in connection with the Loan, the provision of this Agreement shall govern and supersede the conflicting provision of such loan documents. Borrower further acknowledge and agree that the dates set forth herein by which Borrower must pay or perform certain obligations to Bank are of substantial importance to Bank, that Bank would not have entered into this Agreement with Borrower but for Borrower's agreements to strictly observe all such dates, and that time is of the essence as to all dates set forth herein.

8. Notices. Except as otherwise specified herein or by notice, all notices, communications and demands hereunder shall be governed by Section 20 of the Credit Agreement and all notices to any Borrower shall be deemed given if made to the Borrower in accordance with such Section 20.

9. Release of Bank. Borrower hereby jointly and severally remises, releases, acquits, satisfies, and forever discharges each of Bank, its members, affiliates, agents, employees, officers, directors, attorneys, and all others acting on behalf of or at its direction (collectively, its "Affiliates"), of and from any and all manner of actions, causes of action, suits, debts, accounts, covenants, contracts, controversies, agreements, variances, damages, judgments, claims, and demands whatsoever, whether known or not known, in law or in equity, which Borrower or any of them ever had, now have or claim to have against Bank or any of its Affiliates, for, upon, or by reason of any act, transaction, practice, conduct or omission arising out of or relating to this Agreement or the loan documents executed in connection with the Loan prior to the date of this Agreement (the "Claims"). Without limiting the generality of the foregoing, Borrower waives and affirmatively agrees not to allege or otherwise pursue any defenses, affirmative defenses, counterclaims, claims, causes of action, setoffs, or other rights it or he has as of the date hereof with respect to the Claims.

10. Counterparts. This Agreement may be executed in one or more counterparts by each of the parties hereto, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

11. Interpretation and Effect. Each reference herein to Bank shall be deemed to include its successors and assigns, and each reference to Borrower and any pronouns referring thereto as used herein shall be construed in the masculine, feminine, neuter, singular or plural as the context may require and shall be deemed to include the heirs, executors, administrators, successors and assigns of the Borrower, all of whom shall be bound by the provisions hereof. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the Commonwealth of Massachusetts without resort to its conflict of laws principles that would require application of another law. The paragraph headings used herein are solely for reference and shall not be used in the interpretation or the construction hereof. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; should any portion of this Agreement be declared invalid for any reason in any jurisdiction, such declaration shall have no effect upon the remaining portions of this Agreement; furthermore, the entirety of this Agreement shall continue in full force and effect

in other jurisdictions and said remaining portions of this Agreement shall continue in full force and effect in the subject jurisdiction as if this Agreement had been executed with the invalid portions thereof deleted. This Agreement contains the entire understanding between the parties hereto with respect to the transactions contemplated herein.

12. Authority. By signing this Agreement on behalf of the Borrower in the space designated below, the individual so signing represents and warrants to Bank that he has full power and authority to execute this Agreement and to bind Borrower.

13. WAIVER OF JURY TRIAL; SERVICE OF PROCESS. IN THE EVENT THAT BANK BRINGS ANY ACTION OR PROCEEDING IN CONNECTION HERewith IN ANY COURT OF RECORD OF THE COMMONWEALTH OF MASSACHUSETTS, BORROWER HEREBY IRREVOCABLY CONSENTS TO AND CONFERS PERSONAL JURISDICTION OF SUCH COURT OVER BORROWER BY SUCH COURT. IN ANY SUCH ACTION OR PROCEEDING, BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS AND AGREES THAT SERVICE THEREOF MAY BE MADE UPON BORROWER BY MAILING A COPY OF SUCH SUMMONS, COMPLAINT OR OTHER PROCESS BY CERTIFIED MAIL TO BORROWER AT ITS ADDRESS DESIGNATED IN THE FIRST PARAGRAPH OF THE CREDIT AGREEMENT. BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT OR ANY INSTRUMENT OR DOCUMENT DELIVERED IN CONNECTION HERewith, OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF, OR ANY OTHER CLAIM OR DISPUTE HOWSOEVER ARISING BETWEEN BORROWER AND BANK.

**(Signature Page Follows)**



STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence, in said County, on this 3<sup>rd</sup> day of December, 2013,  
before me personally appeared Robert F. Camara, to me known and known by me or proved to  
me through satisfactory evidence of identification, which was personal knowledge to be a  
Vice President of Rockland Trust Company, and the person executing the foregoing instrument  
on behalf of Rockland Trust Company, the party executing this instrument, and he acknowledged  
said instrument by him so executed to be his free act and deed in such capacity and the free act  
and deed of said Rockland Trust Company.

Alexandra W. Pezzello

Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Identification Number: \_\_\_\_\_

Alexandra W. Pezzello  
Notary Public, State of Rhode Island  
ID # 753144  
My Commission Expires July 20, 2015

**EXHIBIT A**

List of Patents for IP Security Agreement for Patents and Trademarks

## MEDport LLC - 11/14/2013

Cook/Alex Ref.	Title	Country	Serial No.	Filing Date	Status	Patent No.	Grant Date
0858-0043	Design for Medication Dispenser	US	29/127,554	8/7/2000	Issued	D449,733	10/30/2001
0858-0045	Design for Blender Power Unit	US	29/130,484	10/2/2000	Issued	D449,762	10/30/2001
0858-0048	Design for Blender Top	US	29/145,812	7/30/2001	Issued	D454,754	3/26/2002
0858-0051	Digital Thermometer for Measuring Body Temperature	US	10/141,429	5/8/2002	Issued	7,060,037	6/13/2006
0858-0051.01	Digital Thermometer for Measuring Body Temperature	US	10/360,163	4/16/2003	Issued	7,052,471	5/30/2006
0858-0051.06	Digital Thermometer for Measuring Body Temperature	EPO	02258641.6	12/16/2002	Issued	EP1361420	4/25/2007
0858-0054	Design for THERMOMETER	US	29/171,377	11/21/2002	Issued	D490,327	5/25/2004
0858-0058	Design for Ear Thermometer	US	29/179,490	4/10/2003	Issued	D504,625	5/3/2005
0858-0065	Design for Information Bracelet	US	29/212,108	8/26/2004	Issued	D523,369	6/20/2006
0858-0074	Design for BLOOD PRESSURE MONITOR	US	29/217,874	11/22/2004	Issued	D526,414	8/8/2006
0858-0091	Design for Foldable Spoon	US	29/276,414	1/25/2007	Issued	D554,951	11/13/2007
0858-0095	Design for Foldable Fork	US	29/276,416	1/25/2007	Issued	D562,084	2/19/2008
0858-0100	Water Bottle with Filtration Feature	US	11/953,428	12/10/2007	Issued	7,810,651	10/12/2010
0858-0125	Food Storage Container with Contained Freezer Block	US	29/333,640	3/12/2009	Issued	D611,807	3/16/2010
0858-0138.01	Drinking Vessel with Atmospheric Assist Valve	US	13/045,845	3/11/2011	Published		
0858-0139	Design for 'Shaker Cup'	US	29/354,254	1/21/2010	Issued	D632,918	2/22/2011
0858-0151	Combined Cup and Closure	US	29/393,167	5/31/2011	Issued	D658,014	4/24/2012
0858-0161	Sealable Containers for Household Use	US	61/609,201	3/9/2012	Expired		
0858-0161.01	Sealable Containers for Household Use	US	13/777,613	2/26/2013	Published		
0858-0163	Agitator for Food and Beverage Mixer	US	13/530,964	6/22/2012	Pending		
0858-0164	Design for Hand-Held Mixer Agitator	US	29/423,820	6/5/2012	Issued	D675,872	2/12/2013
<b>CRF Supported</b>							
	Game Based Storage System	US	13/541,702	3/10/2012	Pending		
	Chilled Travel Bowl	US	11/541,702	10/3/2006	Issued	7,475,564	1/10/2009

**EXHIBIT B**

List of Trademarks for IP Security Agreement for Patents and Trademarks



MEDport LLC - 11/14/2013

Matter ID	Mark	Goods/Service	Country	Serial No.	Filing Date	Reg No.	Reg. Date	Status	Class
0858-0005	MEDport and Design	cases used to carry medical instruments, devices and supplies	US	74/680,057	5/25/1995	1,980,929	6/18/1996	Registered	10
0858-0014	MEDPORT	Carrying cases for medical instruments, devices and supplies;	Canada	843,162	4/23/1997	526,751	4/18/2000	Registered	
0858-0023	POCKET-PACK	Plastic Containers for Vitamins Sold Empty in the Trade	US	73/101,632	9/30/1976	1,090,565	5/2/1978	Registered	020
0858-0024	VITAMINDER	Containers for Vitamins	US	73/102,434	10/7/1976	1,080,388	12/27/1977	Registered	021
0858-0025	THE VITAMIN CHEST	Plastic Containers for Vitamins, Sold Empty	US	73/165,979	4/12/1978	1,127,543	12/11/1979	Registered	021
0858-0027	VITA MINDER	Containers for vitamins	Canada	420,908	2/10/1978	234,136	6/29/1979	Registered	
0858-0073	FIT & FRESH	Plastic bowls	US	78/481,842	9/10/2004	3,121,829	7/25/2006	Registered	021
0858-0086	FIT & HEALTHY	IC 009: pedometers, measuring tapes	US	78/943,297	8/2/2006	3,309,945	10/9/2007	Registered	009, 010
0858-0096.01	FIT & FRESH	IC 010: body fat analyzers	US	77/975,855	6/11/2007	3,506,348	9/23/2008	Registered	021
0858-0097	FIT & FRESH	cutting boards	US	77/204,409	6/12/2007	3,587,967	3/10/2009	Registered	007
		Electric appliances, namely, food blenders.							
		Water filters; water treatment equipment and fittings for domestic use, namely, cartridge filtration units, reverse osmosis filtration units, filter units made of fiber for water filtration	US	77/204,412	6/12/2007	3,587,968	3/10/2009	Registered	011
0858-0098	FIT & FRESH	Tote bags	US	77/204,418	6/12/2007	3,587,969	3/10/2009	Registered	018
0858-0099	FIT & FRESH	Household food and beverage containers, sold empty; plastic storage containers for domestic use	US	77/210,902	6/20/2007	3,513,554	10/7/2008	Registered	021
0858-0102	SMART PORTION	IC10: Magnifying loops for medical purposes; Pill and tablet cutters and crushers							
0858-0103	FIT & HEALTHY	IC21: Personal dispensers for pills or capsules for domestic use	US	85/966,351	6/21/2013			Published	10, 21
		IC011: Filters for insertion into bottles sold empty							
0858-0106	LIV FIT & FRESH PURE	IC021: Bottles, sold empty	US	77/374,159	1/17/2008	3,488,169	8/19/2008	Registered	011, 021
		Plastic storage containers for personal use for transporting meal foodstuffs to be consumed when away from home, sold empty							
0858-0108	P O D	Bottles, sold empty	US	77/400,027	2/19/2008	3,878,416	11/23/2010	Registered	021
0858-0113	LivPURE	Plastic storage containers for domestic use; containers for household use; household containers for storing and transporting foods; portable plastic containers for storing household and kitchen goods; bottles sold empty; drinking vessels; and dinnerware.	US	77/442,394	4/8/2008	3,621,799	5/19/2009	Registered	021
		Household food and beverages containers; sold empty; plastic storage containers for domestic use							
0858-0117	FIT & FRESH		South Africa	2008/20362	8/29/2008	2008/20362	11/25/2010	Registered	021
0858-0120	SMART PORTION		South Africa	2008/20363	8/29/2008	2008/20363	9/29/2010	Registered	021

0858-0126	FIT & FRESH	household containers for storing and transporting foods; household containers for storing foods; bottles sold empty and drinking vessels	US	77/679,151	2/26/2009	3,679,620	9/8/2009	Registered	021
0858-0140	CleanTek	Household containers for storing and transporting foods and beverages; household containers for storing beverages; bottles sold empty and drinking vessels	US	77/915,856	1/20/2010	3,874,868	11/9/2010	Registered	021
0858-0144	FIT FRESH Logo	#####	US	85/037,480	5/13/2010	4,026,854	9/13/2011	Registered	011, 021
0858-0145	FIT FRESH MAKE EVERY DAY BETTER Logo	#####	US	85/037,569	5/13/2010	4,026,855	9/13/2011	Registered	011, 021
0858-0147	DUAL TOOL	Utensils for eating, namely, fork and spoon combinations	US	85/280,143	3/29/2011	4,123,230	4/3/2012	Registered	008
0858-0150	FIT FRESH DUAL TOOL UTENSIL SET	Utensils for eating, namely, fork and spoon combinations	US	85/281,312	3/30/2011	4,173,848	7/17/2012	Registered	008
0858-0158	L.O.T.G.	Household containers for storing and transporting foods, household containers for storing foods, insulated lunch bags, plastic food storage containers with ice packs, plastic ctonainers with ice packs	US	85/541,287	2/13/2012	4,347,626	6/4/2013	Registered	21
0858-0159	DIP N' DUNK	Portable plastic containers for storing and transporting foods	US	85/539,748	2/10/2012	4,339,648	5/21/2013	Registered	21
0858-0160	FRESH SELECTS	Household food and beverages containers; sold empty; plastic storage containers for domestic use	US	85/551,311	2/23/2012	4,343,579	5/28/2013	Registered	21
0858-0162	JAXX	Non-electric food and beverage blenders and blender agitators	US	85/582,068	3/28/2012	4,343,820	5/28/2013	Registered	021
0858-0166	THERMACOLD	Insulating materials for carry bags	US	85/708,956	8/21/2012			Allowed	017
0858-0169	COOL COOLERS	Cold packs used to keep food and drink cold	US	85/756,506	10/17/2012	4,334,947	5/14/2013	Registered	21
0858-0172	StakPak	Household food and beverage containers for domestic and transport use, sold empty	US	85/876,382	3/14/2013			Allowed	21
0858-0173	JAXX MIXER	Non-electric food and beverage blenders and blender agitators	US	85/914,552	4/25/2013			Published	021
0858-0175	MEN AT LUNCH	Insulated containers for food or beverage for domestic use	US	86/101,468	10/25/2013			Pending	21
<b>CRF Supported</b>									
	LUNCH LAUNCHERS		US	85/446,379	10/13/2011			Pending	

		Household containers for storing and transporting foods and beverages; household containers for storing foods and beverages; household containers sold with freezable ice packs for storing and transporting foods and beverages; household containers sold with freezable ice packs for storing foods and beverages; double-walled household containers with freezer gel in the middle for storing and transporting foods and beverages; double-walled household containers with freezer gel in the middle for storing foods and beverages; drinking cups; non-electric food mixers; insulated bags for food or beverages for domestic use; insulated bags with freezable ice packs for food or beverages for domestic use	US	85/390,530	8/5/2011	4238793	11/6/2012	Registered	21
	FRESH STARTS	Household containers for storing and transporting foods and beverages; household containers for storing foods and beverages; household containers sold with freezable ice packs for storing and transporting foods and beverages; household containers sold with freezable ice packs for storing foods and beverages; double-walled household containers with freezer gel in the middle for storing and transporting foods and beverages; double-walled household containers with freezer gel in the middle for storing foods and beverages; drinking cups; non-electric food mixers; insulated bags for food or beverages for domestic use; insulated bags with freezable ice packs for food or beverages for domestic use	US	85/390,072	8/4/2011	4238788	11/6/2012	Registered	21
	FRESH STARTS	Lunch bags, Plastic storage containers for household or domestic use	US	86/049,206	8/27/2013			Pending	21,16
	YUM BUDDIES	insulating materials for food and beverage containers	US	86/126,479	11/22/2013			Pending	17
	AIRGEL (superscript 3)								

**EXHIBIT C**

Amended and Restated Promissory Note