

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VIOLIFE, LLC		12/06/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SIENA LENDING GROUP LLC		
<b>Street Address:</b>	1177 Summer Street		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06905		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3098948	VIOLIGHT	
Registration Number:	3535230	ZAPI	
Registration Number:	4347685	VIOSONIC	
Registration Number:	4347689	TOOTHWAND	
Serial Number:	85901958	VIOLIFE	
Serial Number:	86004050	BREEZEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300		

OP \$165.00 3098948

Address Line 4: Chicago, ILLINOIS 60603	
ATTORNEY DOCKET NUMBER:	7062.005
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	12/06/2013
<b>Total Attachments: 5</b> source=Violife Trademark Security Agreement#page1.tif source=Violife Trademark Security Agreement#page2.tif source=Violife Trademark Security Agreement#page3.tif source=Violife Trademark Security Agreement#page4.tif source=Violife Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 6, 2013, by VIOLIFE, LLC, a Delaware limited liability company ("Grantor"), in favor of SIENA LENDING GROUP LLC ("Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the Loan Party Obligors party thereto (if any) and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make certain Loans for the benefit of Grantor and Grantor has granted to Lender a continuing security interest in certain Intellectual Property, including the Trademarks and Trademark Licenses, subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and 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.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) Trademarks means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule I hereto, and (b) the right to obtain all renewals thereof.

(c) Trademark Licenses means, collectively, each agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including any of the foregoing referred to in Schedule I.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any "intent-to-use" Trademarks to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark under applicable federal law) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark or Trademark licensed under any Trademark License; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any such Trademark.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement and this Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

*[signature pages follow]*

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.

GRANTOR:

**VIOLIFE, LLC**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature Page to Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

**SIENA LENDING GROUP LLC**

By: 

Name: STEVEN SANICOLA

Title: DIRECTOR

By: 

Name: Anthony Savino

Title: DIRECTOR

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

MARK	SERIAL NUMBER	STATUS	REGIS. NO.	REGIS. DATE	FIRST USE DATE	OWNER INFORMATION
VIOLIGHT	78/357,973	Registered	3,098,948	May 30, 2006	August 24, 2004	Violife, LLC
zapi	77/380,650	Registered	3,535,230	November 18, 2008	August 22, 2008	Violife, LLC
VIOSONIC	85/553,653	Registered	4,347,685	June 4, 2013	August 12, 2012	Violife, LLC
TOOTHWAND	85/553,814	Registered	4,347,689	February 27, 2012	April 4, 2012	Violife, LLC
VIOLIFE	85/901,958	Pending	N/A	N/A	March 18, 2013	Violife, LLC
BREEZEE	86/004,050	Pending	N/A	N/A	June 21, 2013	Violife, LLC