

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
HARLAN HOLDINGS, INC.		12/19/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	banking corporation: NOT PROVIDED

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1671291	SD
Registration Number:	1321122	SPRAGUE DAWLEY
Registration Number:	1718510	HOLTZMAN
Registration Number:	2094396	APD
Registration Number:	2807705	HARLAN TEKLAB GLOBAL DIETS
Registration Number:	3868050	HARLAN
Registration Number:	3856744	TEKLAD GLOBAL DIETS
Registration Number:	3950565	HAN

CORRESPONDENCE DATA

Fax Number: 5055725135
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 404-572-3493
 Email: kosborne@kslaw.com
 Correspondent Name: Karen Osborne, Senior Paralegal

Address Line 1: 1180 Peachtree Street, N.E.
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	01349.232001
NAME OF SUBMITTER:	Karen Osborne
Signature:	//Karen Osborne//
Date:	01/14/2014

Total Attachments: 6

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**FIRST AMENDMENT AND REAFFIRMATION
OF TRADEMARK SECURITY AGREEMENT**

This FIRST AMENDMENT AND REAFFIRMATION OF TRADEMARK SECURITY AGREEMENT (this "Amendment") is entered into as of this 19th day of December, 2013, among HARLAN HOLDINGS, INC., a Delaware corporation (the "Grantor"), UBS AG, STAMFORD BRANCH (in its individual capacity, "UBS"), for itself, as Lender and as Collateral Agent for Lenders (the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor, Harlan Laboratories, Inc. (f/k/a Harlan Sprague Dawley, Inc.), an Indiana corporation, as borrower (the "U.S. Borrower"), Harlan Laboratories B.V., Inc. (f/k/a Harlan Netherlands B.V.), a private limited liability company incorporated under the laws of the Netherlands and the State of Delaware, as borrower (together, with the U.S. Borrower, the "Borrowers"), Harlan Laboratories Holdings Corp. (f/k/a HSD Holdings, Inc.), a Delaware corporation, as parent guarantor, the subsidiary guarantors party thereto, the several financial institutions party thereto as Lenders (the "Lenders"), UBS and the agents party thereto entered into that certain Credit Agreement dated as of December 19, 2005 (as amended and restated as of January 11, 2006 and as further amended and restated as of July 11, 2007, the "Credit Agreement"); and

WHEREAS, pursuant to Section 5.12 of the Credit Agreement regarding further assurances with respect to Liens on the Collateral, the Collateral Agent has requested that the Grantor execute an amendment to that certain Trademark Security Agreement dated as of December 19, 2005 by Harlan Holdings, Inc. in favor of the Collateral Agent (the "Security Agreement");

WHEREAS, Grantor acknowledges and agrees that the security interest granted to the Collateral Agent pursuant to the Security Agreement and the other Loan Documents (as defined in the Credit Agreement) shall remain outstanding and in full force and effect in accordance with the Credit Agreement, the Security Agreement (except to the extent modified herein) and the other Loan Documents (as defined in the Credit Agreement) and shall continue to secure the Obligations (as defined in the Credit Agreement); and

WHEREAS, Grantor and UBS desire to amend the Security Agreement to include certain registered trademarks as part of the Collateral (as defined in the Credit Agreement) secured by the Loan Documents (as defined in the Credit Agreement);

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

1. Capitalized terms used herein shall have the meanings ascribed to them in the Security Agreement;
2. Schedule I of the Security Agreement is hereby deleted in its entirety and the attached Schedule A is substituted therefor;
3. The Grantor hereby affirms that the Security Agreement shall in all respects be a continuing, absolute, unconditional and irrevocable pledge of Collateral to secure, without interruption or impairment of any kind, all existing Obligations, and shall remain in full force and effect until all Obligations have been paid in full, that all the agreements, conditions, covenants and obligations of the Borrowers contained in the Credit Agreement, the Forbearance Agreement and under each of the other Loan Documents (as defined in the Credit Agreement) shall have been performed, kept, observed, and fulfilled by the Borrowers and all obligations of Grantor thereunder and under the Security Agreement shall have terminated; and
4. The Grantor and Collateral Agents hereby further agree that:
 - (a) Upon the effectiveness of this Amendment, on and after the date hereof, each reference in the Security Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import referring to the Security Agreement, and each reference in the other Loan Documents to “the Security Agreement,” “thereunder,” “thereof” or words of like import referring to the Security Agreement shall mean and be a reference to the Security Agreement as amended hereby.
 - (b) This Amendment does not evidence a termination of the granting of the Liens contained in the Security Agreement. The Liens granted pursuant to the Security Agreement as in effect prior to the date hereof shall remain in full force and effect and shall be continuing in all respects.
 - (c) The Grantor hereby confirms its obligations under the Security Agreement and agrees that the Liens granted to Collateral Agents in the Collateral under the Security Agreement shall remain outstanding and in full force and effect in accordance with the Credit Agreement and shall continue to secure the Obligations (as defined in the Credit Agreement).
 - (d) This Amendment may be executed (including by facsimile or e-mail transmission) in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Reaffirmation.
 - (e) Except as specifically modified and amended hereby, the Security Agreement shall remain extant and in full force and effect.

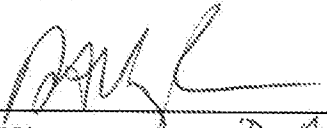
(f) This Amendment shall be deemed to be a Loan Document for all purposes.

Signatures begin on the next page

IN WITNESS WHEREOF, the Grantor has caused this Amendment to be executed and delivered as of the date first above written.

GRANTOR:

HARLAN HOLDINGS, INC., a Delaware corporation

By: 
Name: D. A. VAUGHAN
Title: CEO

COLLATERAL AGENT:

UBS AG, STAMFORD BRANCH, as Collateral Agent

By: _____
Name: _____
Title: Its Duly Authorized Signatory

By: _____
Name: _____
Title: Its Duly Authorized Signatory

IN WITNESS WHEREOF, the Grantor has caused this Amendment to be executed and delivered as of the date first above written.


GRANTOR:

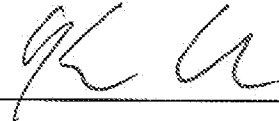
HARLAN HOLDINGS, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

UBS AG, STAMFORD BRANCH, as Collateral Agent

By:  _____
Name: _____ Darlene Arias
Title: Its Duly Authorized Signatory, director
Banking Products Services, US

By:  _____
Name: _____
Title: Its Duly Authorized Signatory

Kenneth Chin
Director
Banking Products Services, US

SCHEDULE A

SCHEDULE I

to

**TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Registered Trademarks:

Grantor / Owner	Trademarks
Harlan Holdings, Inc.	SD; Reg./App. No. 1671291; Reg. Date Jan. 07, 1992
Harlan Holdings, Inc.	Sprague Dawley; Reg./App. No. 1321122; Reg. Date Feb. 19, 1985
Harlan Holdings, Inc.	Holtzman; Reg./App. No. 1718510; Reg. Date Sep. 22, 1992
Harlan Holdings, Inc.	APD; Reg./App. No. 2094396; Reg. Date Sep. 09, 1997
Harlan Holdings, Inc.	Harlan Teklad Global Diets; Reg./App. No. 2807705; Reg. Date Jan. 27, 2004
Harlan Holdings, Inc.	Harlan; Reg./App. No. 3868050; Reg. Date Oct. 26, 2010
Harlan Holdings, Inc.	Tekland Global Diets; Reg./App. No. 3856744; Reg. Date Oct. 5, 2010
Harlan Holdings, Inc.	HAN; Reg./App. No. 3950565; Reg. Date Apr. 26, 2011