

## 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
HORIZONS HOLDINGS, LLC		03/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4303694	CORDLESS ONE CONTROLS	
Registration Number:	4311503	VITALÉ	
Registration Number:	3720971	HORIZONS	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	38310-518		
NAME OF SUBMITTER:	Susan Zablocki		

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Signature:	/susan zablocki/
Date:	03/06/2014
<b>Total Attachments: 5</b> source=springs - Notes - IP - Trademark Security Agreement (Mar-6-14)_(30239839 #page1.tif source=springs - Notes - IP - Trademark Security Agreement (Mar-6-14)_(30239839 #page2.tif source=springs - Notes - IP - Trademark Security Agreement (Mar-6-14)_(30239839 #page3.tif source=springs - Notes - IP - Trademark Security Agreement (Mar-6-14)_(30239839 #page4.tif source=springs - Notes - IP - Trademark Security Agreement (Mar-6-14)_(30239839 #page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 6, 2014, is made by and among each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of U.S. Bank National Association (“USB”), as agent (in such capacity, together with its successors and permitted assigns, “Collateral Agent”) for the Secured Parties (as defined below).

### WITNESSETH:

WHEREAS, pursuant to the Indenture, dated as of June 4, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among the Issuer, Holdings, the other Guarantors, U.S. Bank National Association, as Trustee, and USB, as Collateral Agent, each Grantor has agreed, pursuant to a Security Agreement, dated as of June 4, 2013, in favor of Collateral Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to guarantee the Secured Obligations (as defined in the Security Agreement) of the Issuer; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement) as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, slogans, logos, certification marks, trade dress, and other source or business identifiers, whether registered or unregistered, including all registrations and recordations thereof and all applications for registration thereof (whether statutory or common law), and all goodwill of the business connected with the use of and symbolized by any of the foregoing, including those required to be listed on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(d) Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would void such intent-to-use application or impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

HORIZONS HOLDINGS, LLC  
as Grantor

By:   
Name: Philip A. Garton  
Title: Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

U.S. BANK NATIONAL ASSOCIATION  
as Collateral Agent

By: Donald T. Hurrelbrink  
Name: **Donald T. Hurrelbrink**  
Title: **Vice President**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<i>Mark</i>	<i>Country</i>	<i>Record Owner</i>	<i>Appl. No.</i>	<i>Appl. Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Exp. Date</i>
CORDLESS ONE CONTROLS (logo)	United States	Horizons Holdings, LLC	85/476,783	Nov. 18, 2011	4,303,694	Mar. 19, 2013	Mar. 19, 2023
VITALÉ	United States	Horizons Holdings, LLC	85/476,707	Nov. 18, 2011	4,311,503	Apr. 2, 2013	Apr. 2, 2023
HORIZONS (logo)	United States	Horizons Holdings, LLC	77/610,119	Nov. 7, 2008	3,720,971	Dec. 8, 2009	Dec. 8, 2019

2. TRADEMARK APPLICATIONS

None.