TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298629

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AIDS Healthcare Foundation		03/17/2014	non-profit public benefit corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	Greater Los Angeles West Commercial Banking Office
Internal Address:	1800 Century Park East, Suite 1100
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	86142290	ICON
Serial Number:	86093266	GOPAK
Serial Number:	86106093	LOVE
Serial Number:	86093061	GOPAK
Serial Number:	86001106	CALENDARPAK
Serial Number:	86001077	CALENDARPAK
Serial Number:	85885324	AIDS HEALTHCARE FOUNDATION
Serial Number:	85885240	AIDS HEALTHCARE FOUNDATION
Serial Number:	85934574	POSITIVE HEALTHCARE
Serial Number:	85889387	AHF
Serial Number:	85934591	AHF PHARMACY
Serial Number:	85934584	POSITIVE HEALTHCARE
Serial Number:	85889228	AHF
Serial Number:	85969801	PHC CALIFORNIA
Serial Number:	85969769	PHC
Serial Number:	77899680	LOVE LOVECONDOMS.ORG
Serial Number:	76518621	OUT OF THE CLOSET
Serial Number:	75066602	OUT OF THE CLOSET THRIFT STORE

CH $465.00 86142290

CORRESPONDENCE DATA

Fax Number: 2134306407

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

Phone: 213-430-6350
Email: schoi@omm.com
Correspondent Name: Sunna Choi, Esq.
Address Line 1: O'Melveny & Myers LLP
Address Line 2: 400 South Hope Street, 18th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0918120-381
NAME OF SUBMITTER:	Alexandra C. Echery
SIGNATURE:	/ACE/
DATE SIGNED:	03/19/2014

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

March 17, 2014

WHEREAS, **AIDS HEALTHCARE FOUNDATION**, a California non-profit public benefit corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into the Third Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with Wells Fargo Bank, National Association ("**Bank**") pursuant to which Bank has made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor;

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more swap, derivative, foreign exchange, hedge or other similar transaction or arrangement with the Bank; and

WHEREAS, pursuant to the Amended and Restated Continuing Security Agreement: Right to Payment and Inventory, dated as of August 20, 2012, executed by Grantor in favor of the Bank (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), Grantor has created in favor of Bank a security interest in, and Bank has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Bank pursuant to the Security Agreement, Grantor hereby grants to Bank a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

TRADEMARK
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(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Bank is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has duly executed this Grant of Trademark Security Interest as of the date first written above.

AIDS HEALTHCARE FOUNDATION

By: _____
Name: Michael Weinstein
Title: President

By: _____
Name: Lyle Honig
Title: Chief Financial Officer

SCHEDULE A TO
GRANT OF TRADEMARK SECURITY INTEREST

Trademark	Recorded Owner	App. No.	Filing Date	Reg. No.	Reg. Date	Status
ICON	AIDS Healthcare Foundation	86/142290	12/12/2013	n/a	n/a	Pending
GOPAK	AIDS Healthcare Foundation	86/093266	10/16/2013	n/a	n/a	Pending
LOVE	AIDS Healthcare Foundation	86/106093	10/30/2013	n/a	n/a	Pending
GoPak	AIDS Healthcare Foundation	86/093061	10/16/2013	n/a	n/a	Pending
CalendarPak	AIDS Healthcare Foundation	86/001106	7/2/2013	n/a	n/a	Pending
CALENDARPAK	AIDS Healthcare Foundation	86/001077	7/2/2013	n/a	n/a	Pending
AIDS HEALTHCARE FOUNDATION	AIDS Healthcare Foundation	85/885324	3/25/2013	n/a	n/a	Pending
AIDS HEALTHCARE FOUNDATION	AIDS Healthcare Foundation	85/885240	3/25/2013	n/a	n/a	Pending
POSITIVE HEALTHCARE	AIDS Healthcare Foundation	85/934574	5/16/2013	4436603	11/19/2013	Registered
AHF	AIDS Healthcare Foundation	85/889387	3/28/2013	4435908	11/19/2013	Registered
AHF PHARMACY	AIDS Healthcare Foundation	85/934591	5/16/2013	4432601	11/12/2013	Registered
POSITIVE HEALTHCARE	AIDS Healthcare Foundation	85/934584	5/16/2013	4432600	11/12/2013	Registered
AHF	AIDS Healthcare Foundation	85/889228	3/28/2013	4432160	11/12/2013	Registered
PHC	AIDS Healthcare Foundation	85/969801	6/25/2013	n/a	n/a	Pending

Trademark	Recorded Owner	App. No.	Filing Date	Reg. No.	Reg. Date	Status
PHC	AIDS Healthcare Foundation	85/969769	6/25/2013	n/a	n/a	Pending
	AIDS Healthcare Foundation	77/899680	12/22/2009	3939608	4/5/2011	Registered
OUT OF THE CLOSET	AIDS Healthcare Foundation	76/518621	6/2/2003	2909684	12/14/2004	Registered
OUT OF THE CLOSET THRIFT STORE	AIDS Healthcare Foundation	75/066602	3/4/1996	2048924	4/1/1997	Registered