

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G&W Laboratories, Inc.		04/14/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as administrative agent		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2577687	G&W	
Registration Number:	2606786	G&W	
Registration Number:	3012656	HYCET	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	88650.122		
NAME OF SUBMITTER:	Valerie Brennan		
SIGNATURE:	/vb/		
DATE SIGNED:	04/15/2014		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 14, 2014 (this "Trademark Security Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 14, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders from time to time party thereto and GE Capital, as Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to a Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, 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 and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent 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 Agent for the benefit of the Secured Parties, and grants to 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 of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; 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, without limitation, 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.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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,

G&W LABORATORIES, INC.

as Grantor

By: 

Name: Ronald Greenblatt

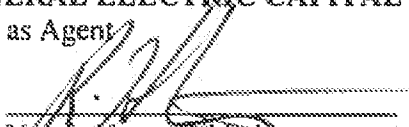
Title: Chairman & Chief Executive Officer

[Signatures Continue on Following Page]

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ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

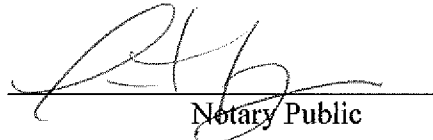
By: 
Name: Hanes Whiteley
Title: Duly Authorized Signatory

[End of Signature Pages]

ACKNOWLEDGMENT OF GRANTOR

State of NEW JERSEY)
County of MIDDLESEX) ss.

On this 11 day of April, 2014 before me personally appeared RONALD GRENIBATT proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SAW LABORATORIES, INC. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

Sonia Henriques
NOTARY PUBLIC
STATE OF NEW JERSEY
2433868

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Title	Jurisdiction of Registration	Registration or Application Number	Registration or Application Date	Any IP license or other right granted
G&W Laboratories, Inc.	Mark: G&W	United States	2,577,687	June 11, 2002	No
G&W Laboratories, Inc.	Mark: G&W and Design	United States	2,606,786	August 13, 2002	No
G&W Laboratories, Inc.	Mark: Hycet	United States	3,012,656	March 29, 2004	No