

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARLAN HOLDINGS, INC.		04/29/2014	CORPORATION: DELAWARE
HARLAN LABORATORIES, INC.		04/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as collateral agent		
Street Address:	1100 North Market Street, Rodney Square North		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3950565	HAN	
Registration Number:	3868050	HARLAN	
Registration Number:	1718510	HOLTZMAN	
Registration Number:	1671291	SD	
Registration Number:	1321122	SPRAGUE DAWLEY	
Registration Number:	3856744	TEKLAD GLOBAL DIETS	
CORRESPONDENCE DATA			
Fax Number:	2128721002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.872.7422		
Email:	boh@akingump.com		
Correspondent Name:	Brian Jinwoo Oh		
Address Line 1:	One Bryant Square		
Address Line 4:	New York, NEW YORK 10036-6745		
ATTORNEY DOCKET NUMBER:	031720-0010		
NAME OF SUBMITTER:	Hans Thunem, President and CEO		
SIGNATURE:	/s/ Hans Thunem		

CH \$165.00 3950565

DATE SIGNED:	05/02/2014
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Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2014 (this "Agreement"), is made by the entities identified as grantors on the signature page hereto (collectively, the "Grantors") in favor of Wilmington Trust, National Association, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Liquidity Facility Collateral Agent").

WHEREAS, the Grantors are party to that certain Second Lien U.S. Pledge and Security Agreement dated as of April 29, 2014 (as such agreement may be amended, restated or supplemented from time to time, the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Liquidity Facility Collateral Agent pursuant to which the Grantors, among other things, granted a security interest to the Liquidity Facility Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Liquidity Facility Collateral Agent as follows:

SECTION 1. **Defined Terms.**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. **Grant of Security Interest in Trademark Collateral.**

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Liquidity Facility Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Trademarks, in each case whether now owned or existing or hereafter acquired, created or arising in which such Grantor now has or hereafter acquires an interest and wherever located, including the registrations and applications therefor listed in Schedule A attached hereto (collectively, the "Trademark Collateral").

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any applications for Trademarks filed in the PTO pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to, and accepted by, the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d), solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such application under applicable federal law, and any other exclusions under Section 2.2 of the Pledge and Security Agreement.

SECTION 3. **Security Agreement.**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Liquidity Facility Collateral Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Liquidity Facility Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile, pdf file or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.


SECTION 6. Intercreditor Agreements.

Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Liquidity Facility Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Liquidity Facility Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, so long as such Intercreditor Agreement does not violate the terms of the Credit Agreement the terms of such Intercreditor Agreement shall govern and control.

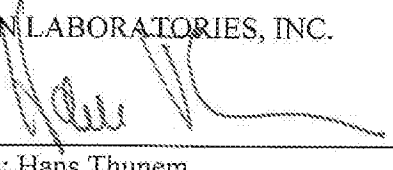
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HARLAN HOLDINGS, INC.

By: 
Name: Hans Thunem
Title: President and Chief Executive Officer

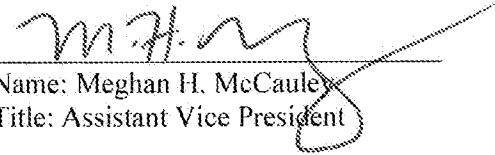
HARLAN LABORATORIES, INC.

By: 
Name: Hans Thunem
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement -- Second Lien Liquidity Facility Credit Agreement]

Accepted and Agreed:








WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Liquidity Facility Collateral Agent








By: 
Name: Meghan H. McCauley
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement -- Second Lien Liquidity Facility Credit Agreement]


TRADEMARK
REEL: 005272 FRAME: 0990

SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner Name	Database	Trademark	Status	Application Number Application Date	Registration Number Registration Date
HARLAN HOLDINGS, INC.	U.S. Federal	HAN	REGISTERED	85112010 8/20/10	3950565 4/26/11
HARLAN HOLDINGS, INC.	U.S. Federal	HARLAN 	REGISTERED	77587899 10/7/08	3868050 10/26/10
HARLAN HOLDINGS, INC.	Mexico	HARLAN 	REGISTERED	997706 3/25/09	1117970 8/28/09
HARLAN HOLDINGS, INC.	Mexico	HARLAN 	REGISTERED	997704 3/25/09	1120185 9/10/09
HARLAN HOLDINGS, INC.	Mexico	HARLAN 	REGISTERED	997714 3/25/09	1130760 11/18/09
HARLAN HOLDINGS, INC.	Mexico	HARLAN 	REGISTERED	997717 3/25/09	1137662 1/15/10
HARLAN HOLDINGS, INC.	Mexico	HARLAN 	REGISTERED	997716 3/25/09	1165195 6/23/10
HARLAN HOLDINGS, INC.	Mexico	HARLAN 	REGISTERED	997703 3/25/09	1177814 9/6/10

Owner Name	Database	Trademark	Status	Application Number Application Date	Registration Number Registration Date
HARLAN HOLDINGS, INC.	Israel	harlan 	REGISTERED	219425 3/12/09	219425 09/06/2010
HARLAN HOLDINGS, INC.	Israel	harlan 	REGISTERED	219427 3/12/09	219427 09/06/2010
HARLAN HOLDINGS, INC.	Israel	harlan 	REGISTERED	219428 3/12/09	219428 02/07/2011
HARLAN HOLDINGS, INC.	Israel	harlan 	REGISTERED	219426 3/12/09	219426 02/07/2011
HARLAN HOLDINGS, INC.	Israel	harlan 	REGISTERED	219430 3/12/09	219430 09/06/2010
HARLAN HOLDINGS, INC.	Israel	harlan 	REGISTERED	219429 3/12/09	219429 09/06/2010
HARLAN HOLDINGS, INC	India	HARLAN	REGISTERED	2121421 3/25/11	2121421 02/06/2013
HARLAN HOLDINGS, INC.	International Register	harlan 	REGISTERED		1001709 3/11/09
HARLAN SPRAGUE DAWLEY, INC. ¹	International Register	HAN	REGISTERED		623008 7/12/1994

¹ This is the former name of Harlan Laboratories, Inc. The name will be updated at the next renewal.

Owner Name	Database	Trademark	Status	Application Number Application Date	Registration Number Registration Date
HARLAN HOLDINGS, INC.	Canada	HARLAN & Design 	REGISTERED	1520798 03/25/2011	TMA840579 01/18/2013
HARLAN HOLDINGS, INC.	U.S. Federal	HOLTZMAN	REGISTERED	74131694 1/14/91	1718510 9/22/92
HARLAN HOLDINGS, INC.	U.S. Federal	SD	REGISTERED	74158076 4/17/91	1671291 1/7/92
HARLAN HOLDINGS, INC.	U.S. Federal	SPRAGUE DAWLEY	REGISTERED	73463830 2/2/84	1321122 2/19/85
HARLAN HOLDINGS, INC.	Community Trade-marks	SPRAGUE DAWLEY	REGISTERED	8744658 12/9/09	8744658 6/3/10
HARLAN HOLDINGS, INC.	U.S. Federal	TEKLAD GLOBAL DIETS	REGISTERED	77953032 3/8/10	3856744 10/5/10
HARLAN HOLDINGS, INC.	Switzerland	TEKLAD GLOBAL DIETS	REGISTERED	52427/2010 3/11/10	602838 7/12/10
HARLAN HOLDINGS, INC.	Community Trade-marks	TEKLAD GLOBAL DIETS	REGISTERED	8945164 3/11/10	8945164 8/2/10
HARLAN HOLDINGS INC.	India	TEKLAD GLOBAL DIETS	APPLICATION (PENDING)	2208768 9/21/11	
HARLAN SPRAGUE DAWLEY, INC. ²	United Kingdom	HAN	REGISTERED	1578276 10/31/1994	1578276 1/12/1996

² This is the former name of Harlan Laboratories, Inc. The name will be updated at the next renewal.