

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306624

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Young PS Acquisitions, LLC		05/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2433837	ACHIEVE	
Registration Number:	2526006	CROCK-A-GATOR	
Serial Number:	85791548	DINOSAUR	
Registration Number:	2165992	GREAT WHITE SHARK	
Registration Number:	4194935	MINTBURST	
Registration Number:	2353057		
Registration Number:	2435984		
Registration Number:	4135009	OCEAN PALS	
Registration Number:	4447104	PERFECT TOUCH	
Registration Number:	1626886	PERFECT TOUCH	
Registration Number:	3575689	PERFECT TOUCH CHERRY PERFECT TOUCH ONE M	
Registration Number:	1806165	PLAK SMACKER	
Registration Number:	2180835	PLAK SMACKER	
Registration Number:	3920404	PLUS2	
Registration Number:	3726465	QUICKCHOICE	
Registration Number:	3693970	SURGE	
Serial Number:	85482481	TRUFIT	
Registration Number:	3713554	ULTRAFINE	

CH \$465.00 2433837

CORRESPONDENCE DATA**Fax Number:** 3125585700*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 312 558-6352**Email:** lkonrath@winston.com**Correspondent Name:** Laura Konrath**Address Line 1:** 35 W Wacker Drive**Address Line 2:** Winston & Strawn LLP, Suite 4200**Address Line 4:** Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	13322-8
NAME OF SUBMITTER:	Laura Konrath
SIGNATURE:	/Laura Konrath/
DATE SIGNED:	06/04/2014

Total Attachments: 7

source=8TMSecurityAg(Young_PS_Acquisitions__LLC)#page1.tif
source=8TMSecurityAg(Young_PS_Acquisitions__LLC)#page2.tif
source=8TMSecurityAg(Young_PS_Acquisitions__LLC)#page3.tif
source=8TMSecurityAg(Young_PS_Acquisitions__LLC)#page4.tif
source=8TMSecurityAg(Young_PS_Acquisitions__LLC)#page5.tif
source=8TMSecurityAg(Young_PS_Acquisitions__LLC)#page6.tif
source=8TMSecurityAg(Young_PS_Acquisitions__LLC)#page7.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 30th day of May, 2014 by YOUNG PS ACQUISITIONS, LLC, a Delaware limited liability company (“**Grantor**”), in favor of ARES CAPITAL CORPORATION, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Young Innovations, Inc., a Missouri corporation and the parent of Grantor as “**Borrower**”, the financial institutions party thereto from time to time as Lenders and Grantee, as Agent, have entered into a certain Second Lien Credit Agreement dated as of May 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Second Lien Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor, the Borrower and the other loan parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, including by joinder, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Guarantee and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Grantee pursuant to the Guarantee and Collateral Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior

grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

- (i.) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii.) all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and 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 intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Termination. This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full (as defined in the Credit Agreement) of the Obligations (as defined in the Credit Agreement). Upon the termination of this Agreement, Grantee shall, at Grantor's sole cost and expense, execute all customary documents, make all filings, and take all other actions reasonably requested by Grantor, all in form reasonably satisfactory to Grantee, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein, all without representation or warranty.

5. Counterparts. This 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 document.

6. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

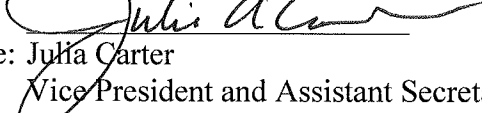
7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Agent pursuant to or in connection with

this Agreement, certain terms of this Agreement and the exercise of certain rights and remedies by the Agent in connection herewith are subject to the provisions of the Intercreditor Agreement dated as of May 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Madison Capital Funding LLC, as the First Lien Agent, Ares Capital Corporation, as Second Lien Agent, and the Loan Parties. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

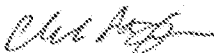
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

YOUNG PS ACQUISITIONS, LLC, a Delaware limited liability company

By: 
Name: Julia Carter
Title: Vice President and Assistant Secretary

Agreed and Accepted
As of the Date First Written Above:

ARES CAPITAL CORPORATION,
as Agent

By: 
Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY

Schedule A

Trademark Registrations and Applications

Trademark	Current Owner/Applicant	Status	App. #	Filing Date	Reg. #	Reg. Date
ACHIEVE	Young PS Acquisitions, LLC	Registered	75/441622	27-Feb-1998	2433837	06-Mar-2001
CROCK-A-GATOR	Young PS Acquisitions, LLC	Registered	75/938523	08-Mar-2000	2526006	01-Jan-2002
DINOSAUR	Young PS Acquisitions, LLC	Pending ▶ Intent to Use	85/791548	30-Nov-2012		
GREAT WHITE SHARK	Young PS Acquisitions, LLC	Registered	75/341615	15-Aug-1997	2165992	16-Jun-1998
MINTBURST	Young PS Acquisitions, LLC	Registered	77/742503	21-May-2009	4194935	21-Aug-2012
MISCELLANEOUS DESIGN (Dinosaur)	Young PS Acquisitions, LLC	Registered	75/395967	25-Nov-1997	2353057	30-May-2000
MISCELLANEOUS DESIGN (Shark with Fish)	Young PS Acquisitions, LLC	Registered	75/396005	25-Nov-1997	2435984	13-Mar-2001
OCEAN PALS	Young PS Acquisitions, LLC	Registered	85/409842	29-Aug-2011	4135009	01-May-2012
PERFECT TOUCH	Young PS Acquisitions, LLC dba Plak Smacker	Registered	85/902308	12-Apr-2013	4447104	10-Dec-2013
PERFECT TOUCH	Young PS Acquisitions, LLC	Registered	73/808956	26-Jun-1989	1626886	11-Dec-1990
PERFECT TOUCH CHERRY FLAVOR PERFECT TOUCH ONE MORE REASON YOUR PATIENTS WILL LOVE YOU! (and Design)	Young PS Acquisitions, LLC dba Plak Smacker	Registered	77/514852	03-Jul-2008	3575689	17-Feb-2009
PLAK SMACKER	Young PS Acquisitions, LLC	Registered	74/371241	24-Mar-1993	1806165	23-Nov-1993
PLAK SMACKER and Design	Young PS Acquisitions, LLC	Registered	75/373169	15-Oct-1997	2180835	11-Aug-1998
PLUS2	Young PS Acquisitions, LLC dba Plak Smacker	Registered	77/715694	16-Apr-2009	3920404	15-Feb-2011
QUICK CHOICE (stylized)	Young PS Acquisitions, LLC dba Plak Smacker	Registered	77/589689	09-Oct-2008	3726465	15-Dec-2009
SURGE	Young PS Acquisitions, LLC dba Plak Smacker	Registered	77/596437	20-Oct-2008	3693970	06-Oct-2009

Trademark	Current Owner/Applicant	Status	App. #	Filing Date	Reg. #	Reg. Date
TRUFIT	Young PS Acquisitions, LLC	Pending ▶ Intent to Use	85/482481	29-Nov-2011	—	—
ULTRAFINE	Young PS Acquisitions, LLC dba Plak Smacker	Registered	77/652127	19-Jan-2009	3713554	17-Nov-2009