

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307462

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Millennium Laboratories, LLC (f/k/a Millennium Laboratories, Inc.)		05/16/2014	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4027489	ML
Registration Number:	4044667	R.A.D.A.R.
Serial Number:	85479248	TOX FOR DOCS
Registration Number:	4382183	MILLENNIUM LABORATORIES
Registration Number:	4373504	MAPP
Registration Number:	4370836	ML
Serial Number:	85876246	MEDREVEAL
Serial Number:	85878149	MINDS
Serial Number:	85888133	RADAR

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212) 455-2895

Email: ksolomon@stblaw.com

Correspondent Name: Samantha J. Himelman, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

TRADEMARK

ATTORNEY DOCKET NUMBER:	509265/1664
NAME OF SUBMITTER:	Samantha J. Himelman
SIGNATURE:	/sjh/
DATE SIGNED:	06/12/2014

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of May 16, 2014 is made by Millennium Laboratories, LLC (f/k/a Millennium Laboratories, Inc.), a California limited liability company, with an address at 16981 Via Tazon, San Diego, CA 92127 (the “Borrower”), in favor of JP Morgan Chase Bank, N.A., a national banking association, with an address at P.O. Box 2558, Houston, TX 77252, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of April 16, 2014 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Millennium Lab Holdings II, LLC. (“Holdings”), the Borrower, the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of April 16, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. To secure the extensions of credit under the Credit Agreement and the performance of the Obligations thereunder, the Borrower hereby pledges and grants a security interest in, and a right of setoff against, and agrees to assign, transfer

and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MILLENNIUM LABORATORIES, LLC

By: 
Name: Brock Hardaway
Title: CEO

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders


Dawn Lee Lum

By: _____ **Executive Director**

Name:

Title:

{Signature Page to Grant of Security Interest in Trademark Rights by Millennium Laboratories, LLC}

TRADEMARK
REEL: 005301 FRAME: 0519

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>	<u>Owner</u>
ML	4,027,489	Millennium Laboratories, LLC (f/k/a Millennium Laboratories, Inc.)
R.A.D.A.R.	4,044,667	Millennium Laboratories, LLC (f/k/a Millennium Laboratories, Inc.)
TOX FOR DOCS	85/479,248	Millennium Laboratories, LLC (f/k/a Millennium Laboratories, Inc.)
MILLENNIUM LABORATORIES & DESIGN	4,382,183	Millennium Laboratories, LLC (f/k/a Millennium Laboratories, Inc.)
MAPP	4,373,504	Millennium Laboratories, LLC (f/k/a Millennium Laboratories, Inc.)
ML & DESIGN	4,370,836	Millennium Laboratories, LLC (f/k/a Millennium Laboratories, Inc.)
MEDREVEAL	85/876,246	Millennium Laboratories, LLC (f/k/a Millennium Laboratories, Inc.)
MINDS	85/878,149	Millennium Laboratories, LLC (f/k/a Millennium Laboratories, Inc.)
RADAR	85/888,133	Millennium Laboratories, LLC (f/k/a Millennium Laboratories, Inc.)