

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THERAPEARL LLC		06/16/2014	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3720979	THERAPEARL	
Registration Number:	4130678	THERAPEARL PALS	
Registration Number:	4226574	THERAPEARL TECHNOLOGY	
Registration Number:	4124276	NURSING BUDDIES	
Registration Number:	4226575	PEARL TECHNOLOGY	
Registration Number:	4180339	PEARLS GONE WILD	
Registration Number:	4272878	GET WELL SOON	
Registration Number:	4011199	IT'S ICE. IT'S HEAT. IT'S SMART RELIEF.	
Registration Number:	4243175	A NEW DEGREE OF RELIEF	
Registration Number:	4254910	THE SCIENCE OF SOOTHING	
Registration Number:	4352396		
Registration Number:	4352397		
Registration Number:	4189458	EYE-SSENTIAL	
Registration Number:	4255130	THERMAL PEARL	
Registration Number:	4255131	GEL PEARL	
Registration Number:	4235207	PEARL THERAPY	
Registration Number:	4259306	PROLINE	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 3720979

Fax Number: 3128637806

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: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.271
--------------------------------	----------

NAME OF SUBMITTER:	Nancy Brougher
---------------------------	----------------

SIGNATURE:	/njb/
-------------------	-------

DATE SIGNED:	06/17/2014
---------------------	------------

Total Attachments: 6

source=TheraPearl Trademark Security Agreement#page1.tif

source=TheraPearl Trademark Security Agreement#page2.tif

source=TheraPearl Trademark Security Agreement#page3.tif

source=TheraPearl Trademark Security Agreement#page4.tif

source=TheraPearl Trademark Security Agreement#page5.tif

source=TheraPearl Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

June 16, 2014

WHEREAS, TheraPearl LLC, a Maryland limited liability company ("Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of October 11, 2012 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among The Hygenic Corporation, as Borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of October 11, 2012 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned

by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

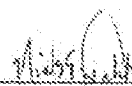
Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

THERAPEARL LLC

By: 
Name: Niels Licht
Title: Treasurer

Signature Page to Trademark Security Agreement -- TheraPearl, LLC

ACKNOWLEDGED:


**MADISON CAPITAL FUNDING LLC,
as Agent**


By: 
Name: **Robert Douglass**
Title: **Senior Vice President**

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK LICENSES

- U.S.
 - “TheraPearl” trademark registration (Registration Number 3,720,979), registered on December 8, 2009.
 - “Therapearl Pals” trademark registration (Registration Number 4,130,678) registered on April 24, 2012
 - “Therapearl Technology” trademark registration (Registration Number 4,226,574) registered on October 16, 2012.
 - “Nursing Buddies” trademark registration (Registration Number 4,124,276) registered on April 10, 2012.
 - “Pearl Technology” trademark registration (Registration Number 4,226,575) registered on October 16, 2012.
 - “Pearls Gone Wild” trademark registration (Registration Number 4,180,339) registered on July 24, 2012.
 - “Get Well Soon” trademark registration (Registration Number 4,272,878), registered on January 8, 2013.
 - “It’s ice. It’s heat. It’s smart relief.” trademark registration (Registration Number 4,011,199), registered on August 16, 2011.
 - “A NEW DEGREE OF RELIEF” trademark registration (Registration Number 4,243,175) registered on November 13, 2012.
 - “THE SCIENCE OF SOOTHING” trademark registration (Registration Number 4,254,910) registered on December 4, 2012.

 -  trademark registration (Registration Number 4,352,396), registered on June 18, 2013.

 -  trademark registration (Registration Number 4,352,397), registered on June 18, 2013.
 - “EYE-SSENTIAL” trademark registration (Registration Number 4,189,458), registered on August 14, 2012.
 - “Thermal Pearl” trademark registration (Registration Number 4,255,130), registered on December 4, 2012.
 - “Gel Pearl” trademark registration (Registration Number 4,255,131), registered on December 4, 2012.
 - “Pearl Therapy” trademark registration (Registration Number 4,235,207) registered on October 30, 2012.

- “RAPID AID” trademark application (Application Number 86099781), applied on October 23, 2013 and opposed by Rapid Aid Corp. through May 31, 2014 as set forth in the Notice of Opposition dated May 30, 2014 (the “*Rapid Aid Opposition*”). The due date to answer the Rapid Aid Opposition is July 9, 2014.
- “PROLINE” trademark registration (Registration Number 4,259,306) registered on December 11, 2012.