

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM317170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MDVIP, INC.		06/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, NATIONAL ASSOCIATION		
Street Address:	28 STATE STREET		
Internal Address:	MS1515		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2999461	MDVIP	
Registration Number:	2999462	MDVIP	
Registration Number:	3331556	MYMDVIP	
Registration Number:	3376500	MY MD VIP	
Registration Number:	4238492	LONG LIVE HEALTHY	
Registration Number:	4261997	JOIN THE HEALTHY REVOLUTION	
Serial Number:	86123093	MDVIP FOUNDATION	
Serial Number:	85296597	HEALTHY HALL OF FAME	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<i>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.</i>			
Phone:	704 503 2600		
Email:	trademarks@kslaw.com,vbantug@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	100 N Tryon Street		
Address Line 2:	Suite 3900		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18588.015116		

OP \$215.00 2999461

NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	09/16/2014
Total Attachments: 5 source=MDVIP - Trademark Security Agreement (Executed)#page1.tif source=MDVIP - Trademark Security Agreement (Executed)#page2.tif source=MDVIP - Trademark Security Agreement (Executed)#page3.tif source=MDVIP - Trademark Security Agreement (Executed)#page4.tif source=MDVIP - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 10, 2014, made by MDVIP, Inc., a Delaware corporation (the "Grantor"), in favor of CITIZENS BANK, NATIONAL ASSOCIATION, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement dated as of June 10, 2014 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MDVIP, Inc. (the "Borrower"), MDVIP Holdings, LLC ("Holdings"), the other Guarantors from time to time party thereto, each Lender from time to time party thereto, Citizens Bank, National Association, as Administrative Agent, Collateral Agent, Swing Line Lender and an L/C Issuer and the other agents and parties party thereto.

WHEREAS, the Grantor is party to a Security Agreement, dated as of June 10, 2014 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the 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.

MDVIP, INC.,

a Delaware corporation, as Grantor

By: 

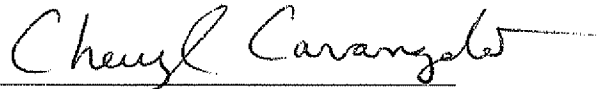
Name: Matthew Hashem

Title: Chief Financial Officer and Treasurer

Signature Page to Trademark Security Agreement

Accepted and Agreed:

CITIZENS BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Cheryl Carangelo
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Owner	Registration/Application Number	Trademark	Registration/Application Date
MDVIP, INC.	2,999,461	MDVIP	September 27, 2005
MDVIP, INC.	2,999,462	MDVIP and Design	September 27, 2005
MDVIP, INC.	3,331,556	MYMDVIP	November 6, 2007
MDVIP, INC.	3,376,500	MY MD VIP and Design	January 29, 2008
MDVIP, INC.	4,238,492	LONG LIVE HEALTHY	November 6, 2012
MDVIP, INC.	4,261,997	JOIN THE HEALTHY REVOLUTION	December 18, 2012
MDVIP, INC.		MDVIP Foundation	Application filed November 19, 2013; Published for opposition May 6, 2014
MDVIP, INC.		HEALTHY HALL OF FAME	Application filed April 15, 2011; Fifth request for extension of time to file Statement of Use was granted May 7, 2014