

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM325060

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY - TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Covaxil IP Holdings, LLC		11/28/2014	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	Cerberus Business Finance, LLC, as collateral agent
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2973154	COVAXIL
Registration Number:	4506244	REAXIN
Registration Number:	4489185	NURADYNE
Registration Number:	4227603	REACTION TIME ACCELERATOR
Registration Number:	4506369	REACTION TIME ACCELERATOR
Registration Number:	4207781	NURADYNE
Registration Number:	4329195	TRIADALEAN
Registration Number:	3104716	ESTRIN
Registration Number:	3262058	ESTRIN D
Registration Number:	2908522	TREVISTAT
Registration Number:	3062070	TRIVESTIN

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd floor

TRADEMARK

Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	014951-1489
NAME OF SUBMITTER:	Scott Kareff (014951-1489)
SIGNATURE:	/kc for sk/
DATE SIGNED:	12/04/2014
Total Attachments: 3 source=Trademark Assignment for Security for Covaxil IP Holdings, LLC#page1.tif source=Trademark Assignment for Security for Covaxil IP Holdings, LLC#page2.tif source=Trademark Assignment for Security for Covaxil IP Holdings, LLC#page3.tif	

ASSIGNMENT FOR SECURITY - TRADEMARKS

WHEREAS, Covaxil IP Holdings, LLC, a Nevada limited liability company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated November 28, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement); provided, however, that notwithstanding anything contained herein to the contrary, "Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 28, 2014.

COVAXIL IP HOLDINGS, LLC

By: _____

Name: LeGrand Lewis

Title: Vice President, Treasurer and Secretary

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by Covaxil IP Holdings, LLC

Mark	Country	Filing Date	Serial No.	Reg. No.	Reg. Date
Covaxil	United States;US	4/3/2003	78233412	2973154	7/19/2005
Reaxin	United States;US	6/26/2012	85661544	4506244	4/1/2014
Nuradyne	United States;US	8/14/2012	85702843	4489185	2/25/2014
Reaction Time Accelerator	United States;US			4227603	
Reaction Time Accelerator	United States;US			4506369	
Nuradyne	United States;US	11/15/2011	85472909	4207781	9/11/2012
Triadalean	United States;US	2/2/2012	85532585	4329195	4/30/2013
Estrin	United States;US	12/8/2003	78337955	3104716	6/13/2006
Estrin D	United States;US	9/7/2004	78479347	3262058	7/10/2007
Trevistat	United States;US	9/8/2003	78297194	2908522	12/7/2004
Trivestin	United States;US	4/3/2003	78233400	3062070	2/28/2006

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RECORDED: 12/04/2014

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