

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329563

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABEO MANAGEMENT CORPORATION		07/31/2014	CORPORATION: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4380237	ABEO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312.577.8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	Humberto Aquino c/o Katten Muchin		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	214338-13		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		
DATE SIGNED:	01/21/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 31st day of July, 2014 by **ABEO MANAGEMENT CORPORATION**, a Delaware corporation ("Grantor"), in favor of **MADISON CAPITAL FUNDING LLC**, in its capacity as Agent for the Lenders parties to the Credit Agreement (defined below) (in such capacity, "Grantee"):

WITNESSETH

WHEREAS, Grantor, as borrower ("Borrower"), has entered into that certain Amended and Restated Credit Agreement, dated September 30, 2008 (as has been and may further be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement") with Agent and the Lenders party thereto providing for extensions of credit and other financial accommodations (collectively, the "Loans") to be made to Borrower.

WHEREAS, as a condition precedent to the making of the Loans by Agent and Lenders, Grantor has agreed to guaranty the obligations of Borrower under the Credit Agreement pursuant to that certain Guarantee and Collateral Agreement dated as of November 30, 2007 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Guarantee and Collateral Agreement") in favor of Agent and, as security for Grantor's obligations thereunder, granted in favor of Agent, for its benefit and the benefit of Lenders a security interest and lien upon all or substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof.

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 Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof 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.

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 1 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 Trademark; and


(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a)

infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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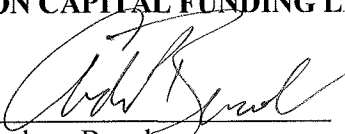
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ABEO MANAGEMENT CORPORATION, a
Delaware corporation

By: 
Name: Steven R. Avery
Title: Chief Financial Officer

Agreed and Accepted
As of the date first written above.

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Andrew Bucolo
Title: Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 005444 FRAME: 0477

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
ABEO	4380237	08/06/13

TRADEMARK APPLICATIONS

None.