

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330364

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALLIED 100, LLC		11/26/2014	LIMITED LIABILITY COMPANY: WISCONSIN
NEW ANNUVIA COMPANY, LLC		11/26/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF MONTREAL, AS ADMINISTRATIVE AGENT
Street Address:	111 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	A CANADIAN CHARTERED BANK ACTING THROUGH ITS CHICAGO BRANCH: CANADA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4016419	RESPONDER
Registration Number:	3799385	
Registration Number:	3660187	AEDS FOR LIFE
Registration Number:	3726824	AED ADVISER
Registration Number:	3576061	SHOK BOX
Registration Number:	3735419	AED CHECK
Registration Number:	3575694	ALLIED 100
Registration Number:	3439319	AEDSUPERSTORE
Registration Number:	4105159	ITRAIN
Registration Number:	3985195	ARCH BE THERE.
Registration Number:	3793744	ANNUVIA

CORRESPONDENCE DATA

Fax Number:

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: 312-577-8574

CH \$290.00 4016419

Email: humberto.aquino@kattenlaw.com
Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN
Address Line 1: 525 W. MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661-3693

ATTORNEY DOCKET NUMBER: 207545-69

NAME OF SUBMITTER: HUMBERTO AQUINO

SIGNATURE: /HUMBERTO AQUINO/

DATE SIGNED: 01/28/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 26, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Bank of Montreal ("BMO"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 26, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Initial Borrower, from and after consummation of the Closing Date Acquisition and execution of the Borrower Joinder and Assumption Agreement on the Closing Date as a Guarantor, Allied 100 Group, Inc., a Delaware corporation ("Allied Corp"), Allied 100 Acquisition Co., a Delaware corporation ("Allied Co."), Allied 100, LLC, a Wisconsin limited liability company ("Allied 100"), and New Annuvia Company, LLC, a Delaware limited liability company ("New Annuvia"; New Annuvia, together with Allied Corp, Allied Co., Allied 100 and the Initial Borrower, the "Borrowers"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and BMO, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of November 26, 2014 in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of

the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

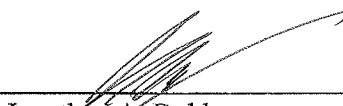
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ALLIED 100, LLC, as Grantor

By: 
Name: Jonathan A. Dobbs
Title: President

NEW ANNUVIA COMPANY, LLC, as Grantor

By: 
Name: Jonathan A. Dobbs
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

BANK OF MONTREAL, as Agent

By: _____
Name: Daniel C. Johnson
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 005448 FRAME: 0708

IN WITNESS WHEREOF, each 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.

Very truly yours,

ALLIED 100, LLC, as Grantor


By: _____
Name:
Title:

NEW ANNUVIA COMPANY, LLC, as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

BANK OF MONTREAL, as Agent

By: 
Name: Daniel C. Johnson
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 005448 FRAME: 0709

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner
RESPONDER	77852244	10/19/09	4016419	8/23/11	Allied 100, LLC
DESIGN	77852277	10/19/09	3799385	6/8/10	Allied 100, LLC
AEDS FOR LIFE	77523827	7/16/08	3660187	7/28/09	Allied 100, LLC
AED ADVISER	77523654	7/16/08	3726824	12/15/09	Allied 100, LLC
SHOK BOX	77522994	7/15/08	3576061	2/17/09	Allied 100, LLC
AED CHECK	77520673	7/11/08	3735419	1/5/10	Allied 100, LLC
ALLIED 100	77515005	7/3/08	3575694	2/17/09	Allied 100, LLC
AEDSUPERSTORE	77164649	4/24/07	3439319	6/3/08	Allied 100, LLC
ITRAIN	85357416	6/27/11	4105159	2/28/12	New Annuvia Company, LLC
ARCH BE THERE	85166652	11/1/10	3985195	6/28/11	New Annuvia Company, LLC
ANNUVIA	77440579	4/4/08	3793744	5/25/10	New Annuvia Company, LLC

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.