

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HYGENIC INTANGIBLE PROPERTY HOLDING CO.		02/27/2015	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	GCI CAPITAL MARKETS LLC, as successor to Madison Capital Funding LLC, as Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4334349	BIOFREEZE COLD THERAPY PAIN RELIEF	
Registration Number:	4334350	BIOFREEZE COLD THERAPY PAIN RELIEF	
Registration Number:	4511046	YOUR NATURAL CHOICE FOR PAIN RELIEF	
Registration Number:	4455492	HYPERFORM	
Registration Number:	4441233	HYTONE	
Registration Number:	4429990	BIOFREEZE 360°	
Registration Number:	4670276	THERABAND	
Serial Number:	86275271	THERABAND	
Serial Number:	85724840	PEDIGENIX	
Serial Number:	85578492	THERA-BAND FIRST STEP TO FOOT RELIEF	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		

OP \$265.00 4334349

Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6483.097

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 02/27/2015

Total Attachments: 4

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**AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT ("Amendment") to that certain Trademark Security Agreement dated as of October 11, 2012 (the "Trademark Security Agreement") made by HYGENIC INTANGIBLE PROPERTY HOLDING CO., a Nevada corporation ("Grantor"), in favor of GCI CAPITAL MARKETS LLC, as successor to Madison Capital Funding LLC, in its capacity as Agent for Lenders ("Agent") is dated as of February 27, 2015.

RECITALS

WHEREAS, pursuant to that certain Credit Agreement dated as of October 11, 2012 by and among certain affiliates of Grantor, the financial institutions party thereto from time to time (together with their respective successors and assigns, "Lenders") and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, including, without limitation, as amended and restated pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor or its affiliates;

WHEREAS, the Grantor, certain affiliates of the Grantor, and Agent are parties to that certain Guarantee and Collateral Agreement dated as of October 11, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, including, without limitation, as amended and restated pursuant to that certain Amended and Restated Guarantee and Collateral Agreement dated as of the date hereof, the "Guarantee and Collateral Agreement"), pursuant to which, among other things, Grantor has granted to the Agent a security interest in substantially all of Grantor's assets, including, without limitation, all of its "Trademarks" and "Trademark Licenses", as such terms are defined in the Guarantee and Collateral Agreement (herein, the "Trademarks");

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Guarantee and Collateral Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

SECTION 1. Schedules. Schedule 1 to the Trademark Security Agreement shall be deemed to refer to Schedule 1 as amended by the addition of the New Trademarks scheduled on Schedule A attached hereto.

SECTION 2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer therein duly authorized as of the date first above written.

HYGENIC INTANGIBLE PROPERTY HOLDING CO.

By: 
Name: Niels Lichti
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC, as Agent

By: _____
Name: Marc C. Robinson
Title: Managing Director

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

HYGENIC INTANGIBLE PROPERTY HOLDING CO.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC, as Agent

By:  _____
Name: Marc C. Robinson
Title: Managing Director

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Country
Hygenic Intangible Property Holding Co.	85727287	4334349	12-Sep-2012	14-May-2013	US
Hygenic Intangible Property Holding Co.	85727291	4334350	12-Sep-2012	14-May-2013	US
Hygenic Intangible Property Holding Co.	85183446	4511046	23-Nov-2010	8-Apr-2014	US
Hygenic Intangible Property Holding Co.	85414871	4455492	4-Sep-2011	24-Dec-2013	US
Hygenic Intangible Property Holding Co.	85718536	4441233	31-Aug-2012	26-Nov-2013	US
Hygenic Intangible Property Holding Co.	85807773	4429990	20-Dec-2012	5-Nov-2013	US
Hygenic Intangible Property Holding Co.	86249317	4670276	11-Apr-2014	13-Jan-2015	US

TRADEMARK APPLICATIONS

Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Country
Hygenic Intangible Property Holding Co.	86275271	N/A	8-May-2014	N/A	US
Hygenic Intangible Property Holding Co.	85724840	N/A	10-Sep-2012	N/A	US
Hygenic Intangible Property Holding Co.	85578492	N/A	23-Mar-2012	N/A	US