

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM333760

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TheraPearl LLC		02/27/2015	LIMITED LIABILITY COMPANY: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Agent		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>Internal Address:</b>	c/o Ares Management		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3720979	THERAPEARL	
<b>Registration Number:</b>	4130678	THERAPEARL PALS	
<b>Registration Number:</b>	4226574	THERAPEARL TECHNOLOGY	
<b>Registration Number:</b>	4124276	NURSING BUDDIES	
<b>Registration Number:</b>	4226575	PEARL TECHNOLOGY	
<b>Registration Number:</b>	4180339	PEARLS GONE WILD	
<b>Registration Number:</b>	4272878	GET WELL SOON	
<b>Registration Number:</b>	4011199	IT'S ICE. IT'S HEAT. IT'S SMART RELIEF.	
<b>Registration Number:</b>	4243175	A NEW DEGREE OF RELIEF	
<b>Registration Number:</b>	4254910	THE SCIENCE OF SOOTHING	
<b>Registration Number:</b>	4255130	THERMAL PEARL	
<b>Registration Number:</b>	4255131	GEL PEARL	
<b>Registration Number:</b>	4235207	PEARL THERAPY	
<b>Registration Number:</b>	4259306	PROLINE	
<b>Registration Number:</b>	4352397		
<b>Registration Number:</b>	4352396		
<b>Serial Number:</b>	85439337	EYE-SSENTIAL	

CH \$440.00 3720979

**CORRESPONDENCE DATA****Fax Number:** 3125774565*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:** 312-577-8265**Email:** kristin.brozovic@kattenlaw.com**Correspondent Name:** Kristin Brozovic c/o Katten**Address Line 1:** 525 W Monroe Street**Address Line 4:** Chicago, ILLINOIS 60661**ATTORNEY DOCKET NUMBER:** 337285-38**NAME OF SUBMITTER:** Kristin Brozovic**SIGNATURE:** /Kristin Brozovic/**DATE SIGNED:** 03/02/2015**Total Attachments: 5**

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE AGENT PURSUANT TO OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THIS TRADEMARK SECURITY AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 27, 2015 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN GCI CAPITAL MARKETS LLC, AS THE FIRST LIEN AGENT AND ARES CAPITAL CORPORATION, AS THE SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL

## **TRADEMARK SECURITY AGREEMENT**

### **(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

February 27, 2015

WHEREAS, TheraPearl, LLC, a Maryland limited liability company (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Second Lien Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor and/or one of Grantor's affiliates, as Borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Ares Capital Corporation, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Second Lien Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

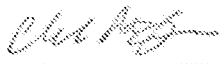
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

THERAPEARL LLC

By:   
Name: Niels Lichti  
Title: Chief Financial Officer

**ACKNOWLEDGED:**

**ARES CAPITAL CORPORATION, as Agent**

By:   
Name: **MARK AFFOLTER**  
Title: **AUTHORIZED SIGNATORY**

**SCHEDULE 1**  
to  
**Trademark Security Agreement**

**TRADEMARKS AND TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>	<b>Country</b>
TheraPearl, LLC	77611006	3720979	10-Nov-2008	8-Dec-2009	US
TheraPearl, LLC	85261651	4130678	9-Mar-2011	24-Apr-2012	US
TheraPearl, LLC	85261658	4226574	9-Mar-2011	16-Oct-2012	US
TheraPearl, LLC	85261653	4124276	9-Mar-2011	10-Apr-2012	US
TheraPearl, LLC	85261660	4226575	9-Mar-2011	16-Oct-2012	US
TheraPearl, LLC	85271086	4180339	18-Mar-2011	24-Jul-2012	US
TheraPearl, LLC	85323173	4272878	22-Oct-2013	8-Jan-2013	US
TheraPearl, LLC	85060033	4011199	18-Mar-2011	16-Aug-2011	US
TheraPearl, LLC	85412306	4243175	17-May-2011	13-Nov-2012	US
TheraPearl, LLC	85412285	4254910	31-Aug-2011	4-Dec-2012	US
TheraPearl, LLC	85439337	85439337	27-Jan-2012	14-Aug-2012	US
TheraPearl, LLC	85467786	4255130	5-Oct-2011	4-Dec-2012	US
TheraPearl, LLC	85467788	4255131	9-Nov-2011	4-Dec-2012	US
TheraPearl, LLC	85467789	4235207	8-May-2012	30-Oct-2012	US
TheraPearl, LLC	85639022	4259306	30-Oct-2012	11-Dec-2012	US
TheraPearl, LLC	85459894	4352397	30-Oct-2011	18-Jun-2013	US
TheraPearl, LLC	85459891	4352396	30-Oct-2011	18-Jun-2013	US

**TRADEMARK APPLICATIONS**

None.