

03/24/2015
103671641

RECORDATION
TRADE

3/20/15

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

World Health Products, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Connecticut

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 13, 2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Webster Bank, N.A.

Street Address: 281 Tresser Boulevard, 2 Stamford Plaza

City: Stamford

State: CT

Country: USA Zip: 06901

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)
4344184, 4510896, 3298498, 4335765, 3502864, 4308691, 4175769
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Berkowitz, Trager & Trager, LLC

Internal Address: Ivana Money, Paralegal

Street Address: 8 Wright Street

City: Westport

State: CT Zip: 06880

Phone Number: 203-291-8224

Docket Number:

Email Address: im@bertralaw.com

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$340.00

Authorized to be charged to deposit account
 Enclosed
TRADEMARK PROCESS RECEIVED

8. Payment Information:
MAR 20 2015
US PATENT & TRADEMARK OFFICE
Deposit Account Number _____
Authorized User Name _____

9. Signature: _____ Date: 03/19/15
Signature Date

Robert B. Weir

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

48.00 OP
300.00 OP

TRADEMARK
REEL: 005486 FRAME: 0405

Recordation Cover Sheet

4.B. Trademark Registration Nos.

4588921
4492057
4219580
4380389
4482392
1013733

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 13, 2015, is made by WORLD HEALTH PRODUCTS, LLC, a Connecticut limited liability company ("*Grantor*") for the benefit of WEBSTER BANK, N.A., a banking corporation ("*Secured Party*").

Recitals

A. *Schedule A* hereto lists all registered trademarks and applications for trademarks in which Grantor is the owner.

B. Reference is made to (i) that certain Commercial Loan Agreement of even date herewith between Grantor, and Cloma Pharma, LLC ("*Cloma*"), GAT Performance, LLC ("*GAT*") and World Health Products International Inc. ("*WHP Inc.*," and together with Cloma GAT, the "*Affiliated Borrowers*," and Secured Party (the "*Loan Agreement*"), (ii) that Revolving Promissory Note of even date herewith of Grantor and Affiliated Borrowers in favor of Secured Party in the maximum principal amount of \$3,550,000.00 (the "*Note*") and (iii) that certain Security Agreement of even date herewith, made by Grantor for the benefit of Secured Party (the "*Security Agreement*").

C. Pursuant to the Security Agreement, Grantor has granted to Secured Party a security interest in all of its assets.

D. Secured Party has required that Grantor execute this Agreement to evidence the security interest granted to Secured Party in any trademarks or trademark applications and for recording with the United States Patent and Trademark Office.

ACCORDINGLY, in consideration of the foregoing, Grantor hereby agrees as follows:

1. Definitions. Terms defined in the Security Agreement and not otherwise defined herein shall have the meanings given them in the Security Agreement. In addition, the following terms have the meanings set forth below:

"*Trademarks*" means all of Grantors' right, title and interest in and to: trademarks, service marks, certification marks, collective marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications referred to on *Schedule A* hereto (as such exhibit may be amended or supplemented from time to time); (ii) all renewals and extensions thereof; (iii) the goodwill of the business associated therewith and symbolized thereby; (iv) all rights corresponding to any of the foregoing throughout the world; (v) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof,

including, without limitation, the right to receive all proceeds of suit and damage awards therefore; and (vi) all payments, income and royalties and rights to payments, income and royalties arising out of the sale, lease, license assignment or other disposition thereof.

“*Event of Default*” means an Event of Default, as defined in the Loan Agreement, the Note or any other loan agreement or security agreement now in existence or hereafter entered into by Grantor, the Affiliated Borrowers, and Secured Party in connection with the Loan Agreement.

2. Security Interest. In order to secure the Obligations, Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest, with power of sale to the extent permitted by law, in the Trademarks. This security interest is in any and all rights that may exist or hereafter arise under any trademark law now or hereinafter in effect in the United States of America or in any other country.

3. Representations and Warranties. Grantor represents and warrants that it owns each of the Trademarks listed on *Schedule A*, free and clear of any lien or encumbrance, and that the Trademarks listed on *Schedule A* include all Trademarks owned or controlled by Grantor as of the effective date hereof.

4. Satisfaction. Upon full payment or satisfaction of the Obligations and termination of the Note, this Agreement and the rights granted hereunder to Secured Party shall terminate and be of no further force and effect. At the request and sole expense of Grantor following any such termination, Secured Party shall execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

5. Administration of Trademarks. As long as no Event of Default shall have occurred and be continuing, Grantor may control and manage the Trademarks, including the right to receive and use the income, revenue, profits and royalties that arise from the use of the Trademarks and any licenses thereunder, in the same manner and to the same extent as if this Agreement had not been entered into. Grantor shall give Secured Party prompt notice of any material change in the status of said Trademarks or Grantor’s rights thereunder.

6. Protection of Trademarks. Grantor covenants that it will at its own expense protect, defend and maintain the Trademarks to the extent reasonably advisable in its business, provided that if Grantor fails to do so after the occurrence and during the continuation of an Event of Default, Secured Party may (but shall have no obligation to) do so in Grantor’s name or in Secured Party’s name, but at Grantor’s expense, and Grantor shall reimburse Secured Party in full for all expenses, including reasonable attorney’s fees incurred by Secured Party in protecting, defending and maintaining the Trademarks.

7. Remedies. Upon the occurrence of an Event of Default and during the continuation thereof, Secured Party may, at its option, exercise any one or more of the following remedies: (a) exercise all rights and remedies available under the UCC or under any applicable law; (b) sell, assign, transfer, pledge, encumber or otherwise dispose of any Trademark; (c)

enforce any Trademark and any licenses thereunder; and/or (d) exercise or enforce any or all other rights or remedies available to Secured Party by law or agreement against the Trademarks, against Grantor or against any other person or property. If Secured Party shall exercise any remedy under this Agreement, Grantor shall, at the reasonable request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid thereof. For the purposes of this Section 7, Grantor appoints Secured Party as its attorney-in-fact with the right, but not the duty, to endorse Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to (i) act in its own name or enforce or use the Trademarks, (ii) grant or issue any exclusive or non-exclusive licenses under the Trademarks to any third party, and/or (iii) sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of any Trademark. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until satisfaction of this Agreement in accordance with Section 4 hereof. Grantor shall reimburse Secured Party for all reasonable attorney's fees and expenses of all types incurred by Secured Party, or its counsel, in connection with the exercise of the rights of Secured Party under this Agreement.

8. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of Grantor and Secured Party with respect to the Trademarks shall in all respects be governed by the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

WORLD HEALTH PRODUCTS, LLC

By: 

Charles P. Moser
Manager

Trademarks and Trademark Applications

<u>TRADEMARK NAME</u>	<u>DATE GRANTED</u>	<u>U.S. REGISTRATION NO.</u>
ADENOFLEX	5/28/13	4344184
CARBOTEIN	4/8/14	4510896
JET FUEL	9/25/07	3298498
JETFUEL SUPERBURN	5/14/13	4335765
METHYLDRENE	9/19/08	3502864
MUSCLE MARTINI	3/26/13	4308691
NITRAFLEX	7/17/12	4175769
RED WASP	8/19/14	4588921
SOMAREM	3/4/14	4492057
SUPERTEIN	10/2/12	4219580
TESTROL	8/6/13	4380389
ZENTAB	2/11/14	4482392
GAT	6/5/13	1013733*

*Reg. in Chile