

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341435

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LDR Global Industries LLC		02/27/2015	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Hinsdale Bank & Trust Company		
Street Address:	25 East First Street		
City:	Hinsdale		
State/Country:	ILLINOIS		
Postal Code:	60521		
Entity Type:	State Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1803177	NATURE MIST	
Registration Number:	2484964	SLK	
Registration Number:	1825062	LDR	
Registration Number:	2732820	E X Q U I S I T E	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<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:	202.906.8618		
Email:	ipmail@dykema.com		
Correspondent Name:	Eric T. Fingerhut		
Address Line 1:	1300 I St., NW, Suite 300 West		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	103495-0005		
NAME OF SUBMITTER:	Eric T. Fingerhut		
SIGNATURE:	/eric t. fingerhut/		
DATE SIGNED:	05/15/2015		
Total Attachments: 4			
source=Trademark Security Agreement (LDR GLocal Industries LLC to Hinsdale Bank & Trust Company)#page1.tif			

CH \$115.00 1803177

source=Trademark Security Agreement (LDR GLobal Industries LLC to Hinsdale Bank & Trust Company)#page2.tif
source=Trademark Security Agreement (LDR GLobal Industries LLC to Hinsdale Bank & Trust Company)#page3.tif
source=Trademark Security Agreement (LDR GLobal Industries LLC to Hinsdale Bank & Trust Company)#page4.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of February 27, 2015, is by LDR GLOBAL INDUSTRIES LLC, an Illinois limited liability company (the "Grantor"), in favor of HINSDALE BANK & TRUST COMPANY, an Illinois state chartered bank (the "Bank").

WITNESSETH:

WHEREAS, the Grantor and the Bank have entered into that certain Loan and Security Agreement dated as of February 27, 2015 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Loan Agreement"), pursuant to which the Bank has agreed to make loans to the Grantor;

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Loan Agreement, the Grantor hereby agrees with the Bank as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages and pledges to the Bank and grants to the Bank a lien on and security interest in, all of its right, title and interest in, to and under the following (the "Trademark Collateral"):

(a) all of its trademarks, including, without limitation, those referred to on **Schedule 1** hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each of its trademark; and

(c) all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the 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.

LDR GLOBAL INDUSTRIES LLC, an Illinois limited liability company

By: HMT Holdings Ltd., its sole member

By: [Signature]
Hillel Tropper, President

Acknowledged:

HINSDALE BANK & TRUST COMPANY,
an Illinois state chartered bank

By: _____

Its: _____

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
)ss.
COUNTY OF New York)

On this 25th day of January, 2015, before me personally appeared Hillel Tropper, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of LDR GLOBAL INDUSTRIES LLC (the "Company"), who being by me duly sworn did depose and say that he is President of HMT HOLDINGS, LTD., sole member of the Company, that the said instrument was signed on behalf of the Company and that he acknowledged said instrument to be the free act and deed of the Company.

[Signature]
Notary Public

ALLEN G. KADISH
Notary Public, State of New York
No. 02KA4946891
Qualified in New York County
Commission Expires April 4, 2015

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark	Registration Date	Registration Number
Nature Mist	November 9, 1993	0001803177
SLK	September 4, 2001	0002484964
LDR (mark and design)	March 8, 1994	0001825062
Exquisite	July 1, 2003	000273820