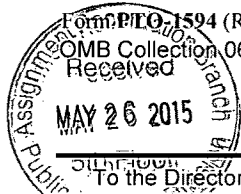


05/26/2015

DEPARTMENT OF COMMERCE
Patent and Trademark Office



103672357



RECORDATION
TRAD

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

5/26/15

1. Name of conveying party(ies):

Carico International, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 15, 2014

- 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: HSBC BANK USA, N.A.

Street Address: 1000 S. Pine Island Road, Suite 444

City: Plantation

State: Florida

Country: USA Zip: 33324

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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
73/402,129 - 75/183,446 - 73,339,053 - 74/540,531 - 75/183,445 - 75/204,992 - 75/604,372

B. Trademark Registration No.(s)
1,306,816 - 2,166,924 - 1,237,380 - 1,907,242 - 2,160,030 - 2,241,037 - 2,460,127

Additional sheet(s) attached? Yes No

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

See attached

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

Name: Philip M. Hanaka, Esq.

Internal Address: Buchanan Ingersoll & Rooney PC

Street Address: 401 East Las Olas Boulevard, Suite 2250

City: Fort Lauderdale

State: Florida Zip: 33020

Phone Number: 954-468-2300

Docket Number: _____

Email Address: philip.hanaka@bipc.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

05/26/2015 KNGUYEN1 00005011 73402129

Deposit Account Number _____ 40.00 OP

02 FC:8522 _____ 150.00 OP

Authorized User Name _____

9. Signature:

Signature

5/21/15
Date

Philip HANAKA

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

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

TRADEMARK
REEL: 005523 FRAME: 0017

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of December 15, 2014 is entered into by **CARICO INTERNATIONAL, INC.**, a Florida corporation (the "Pledgor"), and **HSBC BANK USA, N.A.** (the "Lender").

WHEREAS, pursuant to that certain Loan and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Loan and Security Agreement") of even date herewith by and among Pledgor, CARICO PUERTO RICO, LLC, a Puerto Rico limited liability company (individually and/or collectively, the "Borrower") and the Lender, the Lender has agreed to provide a certain Loan and grant other financial accommodations to the Borrower, and the Pledgor has agreed, among other things, to grant a security interest to the Lender in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Loan and Security Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of Florida, as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (a) all now existing and hereafter arising Obligations of the Pledgors to the Lender under the Loan and Security Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of the Pledgors to the Lender now existing or hereafter incurred under the Loan and Security Agreement, the Note, the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions,

renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Pledgors or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); and (ii) any sums advanced by the Lender or which may otherwise become due pursuant to the provisions of the Loan and Security Agreement, the Note, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Lender in connection therewith, including commitment, letter of credit, or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

2. To secure the performance and Payment In Full of all Debt, each Pledgor hereby grants and conveys a security interest to the Lender in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons, other than Permitted Liens;

(d) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(e) Pledgor has used, and except as otherwise permitted under the Loan and Security Agreement, will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights; and

(f) Pledgor has used, and except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof or in accordance with the

Loan and Security Agreement, will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

4. Subject to the Loan and Security Agreement and Security Agreement, the Lender may, in its sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Lender shall not be a defense to any action the Lender may elect to take against any Pledgor. Lender hereby reserves all right against each Pledgor.

5. Each Pledgor agrees that, until Payment In Full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Lender's prior written consent which shall not be unreasonably withheld, except such Pledgor may license technology (i) to other Loan Parties, (ii) in the ordinary course of business to suppliers and customers to facilitate the manufacture and use of such Pledgor's products without the Lender's consent, and (iii) as otherwise permitted under the Loan and Security Agreement and Security Agreement.

6. If, before Payment In Full, any Pledgor shall own any new domestic trademarks or any new domestic copyrightable or patentable inventions, or any domestic patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any domestic improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Lender prompt notice in writing of any such future domestic patents, patent applications, trademark applications, statements of use or use or other change in the status of any intent-to-use trademark applications, trademark registrations, copyright applications and copyright registrations. The Pledgors and the Lender agree to modify this Agreement by amending Schedule A to include any future domestic patents, patent applications, trademark applications, statements of use or use or other change in the status of any intent-to-use trademark applications, trademark registrations, copyright registrations.

7. Subject to the Loan and Security Agreement, the Lender shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Loan and Security Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Lender shall designate by notice to such Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and shall apply such proceeds as provided in the Loan and Security Agreement. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other

disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

8. Subject to the Loan and Security Agreement, if any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender, as the Lender may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Lender to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. At such time as the Pledgors shall have made Payment In Full all of the Debt, and the Commitments shall have terminated and the Letters of Credit have expired or been terminated, this Agreement shall terminate and the Lender will thereafter, upon any Pledgor's request and at such Pledgor's expense, execute and deliver to the applicable Pledgor all deeds, assignments and other instruments as may be necessary or proper to remove the Lender's security interest in the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including attorney's fees and expenses incurred by the Lender in connection with the preparation of this Agreement (including the allocated costs of staff counsel) and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by the Lender, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Loan and Security Agreement.

11. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Lender, to prosecute diligently, consistent with its past practices, any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until Payment In Full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents included in the Patents, Trademarks and Copyrights, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the

Pledgors. Except as permitted under the Loan and Security Agreement and Security Agreement, no Pledgor may abandon any material Patent, Trademark or Copyright, if such would not be consistent with past practices, without the consent of the Lender, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right, with the consent of the Lender, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Lender, if necessary, as a party to such suit so long as the Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including reasonable legal fees, incurred by the Lender as a result of such suit or joinder by such Pledgor.

13. No course of dealing between the Pledgors and the Lender, nor any failure to exercise nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan and Security Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of the Lender's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Loan and Security Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties in accordance with the Loan and Security Agreement, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be deemed to be a contract under the Laws of the State of Florida and shall, for all purposes be governed by and construed and enforced in accordance with the Laws of the State of Florida.

19. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any federal or state courts in the State of Florida in any action or proceeding arising out of or relating

to this Agreement, and the Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Florida state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Lender or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

21. EACH PLEDGOR AND THE LENDER, ON BEHALF OF THE LENDERS, HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

22. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in the Loan and Security Agreement.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Lender hereunder and under the other Loan Documents, because the Lender's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Lender's rights (i) to inspect the books and records related to the pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Lender its attorney-in-fact, and (v) to enforce the Lender's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

24. At any time after the initial execution of this Agreement, additional Persons may become parties to this Agreement as Pledgors and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Lender a joinder to this Agreement, and any necessary updates to the Schedules hereof. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor, and each Pledgor hereby consents thereto.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement as of the day and year first above set forth with the intention that this Agreement constitutes a sealed instrument.

CARICO INTERNATIONAL, INC.,
a Florida corporation

By: 
Richard R. Cappadona, President

HSBC BANK USA, N.A.

By: _____
Jason Schrode, Vice President

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement as of the day and year first above set forth with the intention that this Agreement constitutes a sealed instrument.

CARICO INTERNATIONAL, INC.,
a Florida corporation

By: _____
Richard R. Cappodona, President

HSBC BANK USA, N.A.

By: _____
Jason Schrode, Vice President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

INTELLECTUAL PROPERTY MATTERS IN THE U.S.A

Issued Patents

U.S. Patents

Client 174 Active Matters

Trademark	Status	Cty	App No	Filing Date	Reg No	RegDate	Renewal	File No
CARICO	Registered	Canada	522.160	05/17/1984	310.422	01/10/1986	10-Jan-2016	CA M-TM-9729
CARICO	Registered	China (People's Republic)	5779060	12/11/2006	5779060	09/14/2009	13-Sep-2019	T/174-40
CARICO	Registered	China (People's Republic)	5779059	12/11/2006	5779059	10/14/2009	13-Oct-2019	T/174-42
CARICO	Registered	China (People's Republic)	5779058	12/11/2006	5779058	10/14/2009	13-Oct-2019	T/174-45
CARICO	Registered	Colombia	325955	07/25/1990	144102	11/16/1993	16-Nov-2013	CO M-TM-12099
CARICO	Registered	European Community	172338	04/01/1996	172338	04/01/1996	01-Apr-2016	T/174-28
CARICO	Registered	Greece			81118	12/08/1981	08-Dec-2011	GR M-TM-9729
CARICO	Registered	Korea, Republic of	2020020000744	06/15/1990	231110	01/16/1992	16-Jan-2012	KR M-TM-12099
CARICO	Registered	Mexico		08/24/2006	958930	10/24/2006	24-Aug-2016	T/174-41
CARICO	Registered	Mexico	811785	10/09/2006	958929	10/24/2006	09-Oct-2016	T/174-43
CARICO	Registered	Mexico	811783	10/09/2006	967572	12/14/2006	09-Oct-2016	T/174-44

Client 174 Active Matters

Trademark	Status	City	App No	Filing Date	Reg No	Reg Date	Renewal	File No
CARICO	Registered	United States of America	73/402,129	11/09/1982	1,306,816	11/27/1984	27-Nov-2014	M-TM-9729
CARICO	Registered	United States of America	75/183,446	10/18/1996	2,166,924	06/23/1998	23-Jun-2018	T/174-29
NUTRI-TECH	Registered	European Community	17312	04/01/1996	172312	04/01/1996	01-Apr-2016	T/174-27
NUTRI-TECH	Registered	United States of America	73/339,053	11/27/1981	1,237,380	05/10/1983	10-May-2013	M-TM-9970
NUTRI-TECH	Registered	United States of America	74/540,531	06/21/1994	1,907,242	07/25/1995	25-Jul-2015	T/174-26
NUTRI-TECH	Registered	United States of America	75/183,445	10/18/1996	2,160,030	05/26/1998	26-May-2018	T/174-30
NUTRI-TONE	Registered	United States of America	75/204,992	11/27/1996	2,241,037	04/20/1999	20-Apr-2019	T/174-31
SOFT 'N CLEAN	Registered	United States of America	75/604,372	12/14/1998	2,460,127	06/12/2001	12-Jun-2011	T/174-34 (TTU)

Lora L. Summers
Real Estate Paralegal
954 468 2315
lora.summers@bipc.com

401 East Las Olas Boulevard
Suite 2250
Fort Lauderdale, Florida 33301
T 954 468 2300
F 954 527 9915
www.buchananingersoll.com

May 21, 2015

Mail Stop Assignment Recordation Branch
Director of the USPTO
P.O. Box 1450
Alexandria, VA 22313-1450

Re: HSBC BANK USA, N.A. / CARICO INTERNATIONAL, INC.

Dear Sir/Madam:

Enclosed is an original Recordation Form Cover Sheet – Trademarks Only for filing with the Office of the US Patent and Trademark Office. Also enclosed is our firm's check in the amount of \$190.00, representing the filing fee, together with a self-addressed, stamped envelope for the return of the filing receipt.

If you have any questions or comments concerning the enclosed, please do not hesitate to contact me.

Sincerely,

Lora L. Summers
Real Estate Paralegal

/LLS
Enclosures