

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM346362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Environments for Health Holdings, LLC		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
Environments for Health, LLC		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
MorrisSwitzer-Environments for Health, LLC		06/30/2015	LIMITED LIABILITY COMPANY: VERMONT
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company, as Administrative Agent		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3483601	MORRISSWITZER	
Registration Number:	3494933	ENVIRONMENTS FOR HEALTH	
Registration Number:	3925001		
Registration Number:	4563090	MORRIS SWITZER ENVIRONMENTS FOR HEALTH	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7943		
Email:	skowalski@vedderprice.com		
Correspondent Name:	Sylvia Kowalski		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40180.00.0098 - HESLA		
NAME OF SUBMITTER:	Sylvia Kowalski		

CH \$115.00 3483601

SIGNATURE:	/Sylvia Kowalski/
DATE SIGNED:	06/30/2015
Total Attachments: 6 source=06. Trademark and Patent Security Agreement#page1.tif source=06. Trademark and Patent Security Agreement#page2.tif source=06. Trademark and Patent Security Agreement#page3.tif source=06. Trademark and Patent Security Agreement#page4.tif source=06. Trademark and Patent Security Agreement#page5.tif source=06. Trademark and Patent Security Agreement#page6.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of June, 2015 by and among (i) Environments for Health Holdings, LLC, a Delaware limited liability company ("Holdings"), (ii) Environments for Health, LLC, a Delaware limited liability company ("Intermediate") and (iii) immediately following the consummation of the Related Transaction (as defined in the Credit Agreement referenced below), MorrisSwitzer-Environments for Health, LLC, a Vermont limited liability company ("Morris Switzer"; and together with Holdings and Intermediate, individually and collectively referred to herein as the "Company" or "Grantors"), in favor of The PrivateBank and Trust Company (in its individual capacity, "PrivateBank"), as administrative agent for the Lenders party to the Credit Agreement (as hereinafter defined) (in such capacity, together with its successors, the "Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Company and/or its affiliates have entered into a certain Credit Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantors by the Lenders; and

WHEREAS, each Grantor has entered into a certain Guaranty and Collateral Agreement dated as of even date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which each Grantor was required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (but subject to the terms of the Guaranty and Collateral Agreement), to secure the payment of all amounts owing by each Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Credit Agreement and the Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement. In the event that any provision of this Agreement is deemed

to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as "Collateral" pursuant to the terms and conditions of the Guaranty and Collateral Agreement):

(i) each trademark and trademark application owned by such Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(ii) each trademark license to which such Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by such Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which such Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

(Signature Page Follows)

(Signature Page to Patent and Trademark Security Agreement)

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:


**ENVIRONMENTS FOR HEALTH
HOLDINGS, LLC**, a Delaware limited
liability company

By: 
Jason Van Zant
Vice President

ENVIRONMENTS FOR HEALTH, LLC,
a Delaware limited liability company

By: 
Jason Van Zant
Vice President

**MORRISSWITZER-ENVIRONMENTS
FOR HEALTH, LLC**, a Vermont limited
liability company

By: 
Jason Van Zant
Vice President

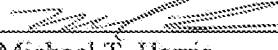
*intending and confirming by this signature
to join this Agreement as "Company" and
"Grantor" immediately upon the
consummation of the Related Transaction*

(Signature Page to Patent and Trademark Security Agreement)

Acknowledged:



**ADMINISTRATIVE AGENT, ISSUING
LENDER AND A LENDER:**

**THE PRIVATEBANK AND TRUST
COMPANY**, as Administrative Agent,
Issuing Lender and a Lender

By: 
Michael T. Harris
Managing Director

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
MorrisSwitzer	N/A	3,483,601	N/A	August 12, 2008
Environments for Health	N/A	3,494,933	N/A	September 2, 2008
	N/A	3,925,001	N/A	March 1, 2011
	N/A	4,563,090	N/A	July 8, 2014

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

None.