

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349538

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERITOX LTD.		12/23/2014	LIMITED PARTNERSHIP: TEXAS
TJ HOLDINGS, LLC		12/23/2014	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	FIFTH STREET MANAGEMENT LLC, AS AGENT		
Street Address:	777 WEST PUTNAM AVENUE		
Internal Address:	3RD FLOOR		
City:	GREENWICH		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3301262	AMERITOX	
Registration Number:	3583307	AMER TOX	
Registration Number:	3716579	AMERITOX AUTOREMINDER	
Registration Number:	4032140	AMERITOX MEDICATION MONITORING SOLUTIONS	
Registration Number:	3942348	PAIN MEDICATION MONITORING SOLUTIONS	
Registration Number:	3575742	PROTECT YOUR PATIENTS. PROTECT YOUR PRAC	
Registration Number:	4158275	RX GUARDIAN	
Registration Number:	3758797	RX GUARDIAN AUTOREMINDER	
Registration Number:	4278840	RXGUARDIANCD	
Registration Number:	4601955	GENETASSIST	
Registration Number:	4584960	RX GUARDIAN INSIGHT	
Serial Number:	86199620	INGENUITY HEALTH	
Serial Number:	86311732	TAPERRX	
CORRESPONDENCE DATA			
Fax Number:	3105572193		

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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: 310-557-2900
Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	28514.162
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NAME OF SUBMITTER:	Kimberley A. Lathrop
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SIGNATURE:	/Kimberley A. Lathrop/
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DATE SIGNED:	07/28/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, the persons listed on the signature pages hereof (each a "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and/or is party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of December 23, 2014 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Ameritox Ltd., as the Borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Fifth Street Management LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of December 23, 2014 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor and Fifth Street Management LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, the "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 rights, titles and interests 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 created, arising or acquired (excluding any Trademark Collateral comprising Excluded Property):

(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 to any Trademark Licensor for which Grantor is the licensor;

(iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to each Trademark owned by Grantor and Trademark License for which Grantor is the licensor (including, without limitation, payments under all

licenses entered into in connection therewith, and damages and payments for past, present, or future infringements thereof);

(iv) the right to sue or otherwise recover for any and all past, present, and future infringements and other violations of each Trademark owned by Grantor, including the goodwill associated therewith, and Trademark License and all other rights or benefits of any kind whatsoever accruing thereunder or pertaining thereto; and

(v) any and all products and proceeds of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as their true and lawful attorney-in-fact with full power and authority in the name of Grantor, 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, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing 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.

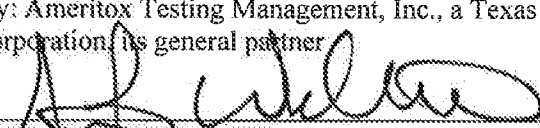
This Trademark Security Agreement shall be governed by the laws of the State of New York.

[signature page follows]

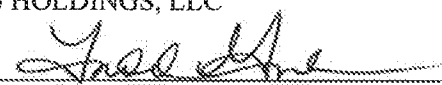
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

AMERITOX LTD.

By: Ameritox Testing Management, Inc., a Texas corporation, its general partner


By: A. Scott Walton
Title: Chief Executive Officer

TJ HOLDINGS, LLC


By: Todd Gardner
Title: Secretary

ACKNOWLEDGED:

**FIFTH STREET MANAGEMENT LLC,
as Agent**

By: Ivelin M. Dimitrov
Name: Ivelin M. Dimitrov
Title: Chief Investment Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005589 FRAME: 0099**

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Trademark	Reg. Number	Reg. Date
AMERITOX	3301262	10/02/2007
	3583307	03/03/2009
AMERITOX AUTOREMINDER	3716579	11/24/2009
	4032140	09/27/2011
PAIN MEDICATION MONITORING SOLUTIONS	3942348	04/05/2011
PROTECT YOUR PATIENTS. PROTECT YOUR PRACTICE.	3575742	02/17/2009
RX GUARDIAN	4158275	06/12/2012
RX GUARDIAN AUTOREMINDER	3758797	03/09/2010
RxGuardianCD	4278840	01/22/2013
GENETASSIST	4601955	09/09/2014
RX GUARDIAN INSIGHT	4584960	08/12/2014

TRADEMARK APPLICATIONS

Trademark	Application Number
INGENUITY HEALTH	86199620
TAPERRX	86311732

TRADEMARK LICENSES

Marshfield Medical Research and Education Foundation, March 15, 2010