

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Covaxil IP Holdings, LLC		08/17/2015	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	LS2, LLC		
Street Address:	136 South Main Street		
Internal Address:	Suite 1000		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84104-1685		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3062070	TRIVESTIN	
Registration Number:	2973154	COVAXIL	
Registration Number:	2908522	TREVISTAT	
Registration Number:	3104716	ESTRIN	
Registration Number:	3262058	ESTRIN D	
Registration Number:	4207781	NURADYNE	
Registration Number:	4227603	REACTION TIME ACCELERATOR	
Registration Number:	4329195	TRIADALEAN	
Registration Number:	4506244	REAXIN	
Registration Number:	4506369	REACTION TIME ACCELERATOR	
Registration Number:	4489185	NURADYNE	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612-492-6819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist		

CH \$290.00 3062070

Address Line 1: 50 South Sixth Street
Address Line 2: Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER: M255658

NAME OF SUBMITTER: Evan Everist

SIGNATURE: /Evan Everist/

DATE SIGNED: 08/27/2015

Total Attachments: 5

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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor and Subordination Agreement dated as of August 17, 2015 (the "Intercreditor Agreement"), by and among LS2, LLC, Basic Research Holdings, LLC, ("Parent"), each subsidiary of Parent listed as a "Borrower" on the signature pages to the Senior Financing Agreement (defined below) (each a "Borrower" and, collectively, the "Borrowers"), each subsidiary of Parent listed as a "Guarantor" on the signature pages to the Senior Financing Agreement (each a "Guarantor" and collectively, the "Guarantors", and together with the Borrowers, their respective successors or assigns, being collectively, the "Obligors" and each an "Obligor"), and Cerberus Business Finance, LLC, as collateral agent and administrative agent (in such capacities, together with any successors or assigns, the "Senior Agent") for the Senior Lenders under that certain Financing Agreement, dated as of November 28, 2014 among the Obligors, the Senior Agent and the other lender parties thereto (the "Senior Financing Agreement") and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement."

ASSIGNMENT FOR SECURITY –TRADEMARKS

August 17, 2015

WHEREAS, Covaxil IP Holdings, LLC, a Nevada limited liability company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated August 17, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of LS2, LLC, a Nevada limited liability company, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

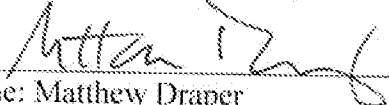
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date hereof.

COVAXIL IP HOLDINGS, LLC

By: 
Name: Matthew Draper
Title: Chief Financial Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY

SERIAL NUMBER: 78233400
FILING DATE: 04/03/2003
REGISTRATION NUMBER: 3062070
REGISTRATION DATE: 02/28/2006
MARK: TRIVESTIN

SERIAL NUMBER: 78233412
FILING DATE: 04/03/2003
REGISTRATION NUMBER: 2973154
REGISTRATION DATE: 07/19/2005
MARK: COVAXIL

SERIAL NUMBER: 78297194
FILING DATE: 09/08/2003
REGISTRATION NUMBER: 2908522
REGISTRATION DATE: 12/07/2004
MARK: TREVISTAT

SERIAL NUMBER: 78337955
FILING DATE: 12/08/2003
REGISTRATION NUMBER: 3104716
REGISTRATION DATE: 06/13/2006
MARK: ESTRIN

SERIAL NUMBER: 78479347
FILING DATE: 09/07/2004
REGISTRATION NUMBER: 3262058
REGISTRATION DATE: 07/10/2007
MARK: ESTRIN D

SERIAL NUMBER: 85472909
FILING DATE: 11/15/2011
REGISTRATION NUMBER: 4207781
REGISTRATION DATE: 09/11/2012
MARK: NURADYNE

SERIAL NUMBER: 85473343
FILING DATE: 11/15/2011
REGISTRATION NUMBER: 4227603
REGISTRATION DATE: 10/16/2012
MARK: REACTION TIME ACCELERATOR

SERIAL NUMBER: 85532585
FILING DATE: 02/02/2012

REGISTRATION NUMBER: 4329195
REGISTRATION DATE: 04/30/2013
MARK: TRIADALEAN

SERIAL NUMBER: 85661544
FILING DATE: 06/26/2012
REGISTRATION NUMBER: 4506244
REGISTRATION DATE: 04/01/2014
MARK: REAXIN

SERIAL NUMBER: 85702466
FILING DATE: 08/13/2012
REGISTRATION NUMBER: 4506369
REGISTRATION DATE: 04/01/2014
MARK: REACTION TIME ACCELERATOR

SERIAL NUMBER: 85702843
FILING DATE: 08/14/2012
REGISTRATION NUMBER: 4489185
REGISTRATION DATE: 02/25/2014
MARK: NURADYNE