

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368543

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SWISS-AMERICAN PRODUCTS, INC.		12/30/2015	CORPORATION: TEXAS
SWISS-AMERICAN CDMO, LLC		12/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
SAP INTERMEDIATE, LLC		12/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
SAP HOLDINGS, INC.		12/30/2015	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	BANK OF THE WEST
<b>Street Address:</b>	155 N. Wacker Drive
<b>Internal Address:</b>	44th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

## PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
<b>Registration Number:</b>	1757882	
<b>Registration Number:</b>	1796731	
<b>Registration Number:</b>	1762296	
<b>Registration Number:</b>	1712937	THE MELTING MOISTURIZER
<b>Registration Number:</b>	1796728	THE MELTING MOISTURIZER
<b>Registration Number:</b>	1850178	ELTA
<b>Registration Number:</b>	1850193	ELTA
<b>Registration Number:</b>	3230230	CLEAR CHOICE
<b>Registration Number:</b>	3325284	SWISS-AMERICAN
<b>Registration Number:</b>	3325285	SWISS-AMERICAN
<b>Registration Number:</b>	3325283	SWISS-AMERICAN
<b>Registration Number:</b>	3421143	DERMAVASE
<b>Registration Number:</b>	3367548	TRIVASE

CH \$540.00 1757882

Property Type	Number	Word Mark
Registration Number:	3593546	PROVASE
Registration Number:	3367549	HYDROVASE
Registration Number:	3367547	MICAVASE
Registration Number:	3367550	NUVASE
Registration Number:	3367551	PRIMAVASE
Registration Number:	3622347	ELTA MD
Registration Number:	3622351	ELTA MD
Registration Number:	3528835	ELTA SILVERGEL

**CORRESPONDENCE DATA**

**Fax Number:** 3059615556  
*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:** 3055790558  
**Email:** chius@gtlaw.com  
**Correspondent Name:** Sandy Chiu, Esq.  
**Address Line 1:** Greenberg Traurig, P.A.  
**Address Line 2:** 333 S.E. 2nd Avenue, Suite 4400  
**Address Line 4:** Miami, FLORIDA 33131

<b>ATTORNEY DOCKET NUMBER:</b>	130916.011100
<b>NAME OF SUBMITTER:</b>	Sandy Chiu
<b>SIGNATURE:</b>	/Sandy Chiu/
<b>DATE SIGNED:</b>	01/08/2016

**Total Attachments: 7**  
source=Swiss-American Trademark Security Agreement#page1.tif  
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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of December 30, 2015, among SWISS-AMERICAN PRODUCTS, INC., a Texas corporation, SWISS-AMERICAN CDMO, LLC, a Delaware limited liability company, SAP HOLDINGS, INC., a Delaware corporation, SAP INTERMEDIATE, LLC, a Delaware limited liability company (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and BANK OF THE WEST (the "Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantors and Lender, Lender has agreed to extend credit to Grantors;

WHEREAS, in order to induce Lender to enter into the Credit Agreement and other Loan Documents and to induce Lender to extend credit thereunder, Grantors have agreed to execute and deliver to Lender that certain Amended and Restated Guaranty and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any

Trademark or any Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent-to-use" trademark application until such time as a statement of use has been filed with and accepted by the United States Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are enforceable or allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or service marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Lender, concurrently with the next delivery of financial statements pursuant to Section 7.2 of the Credit Agreement, with respect to any such new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning

represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record (such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.


8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been Paid in Full.

*[Signatures Immediately Follow]*

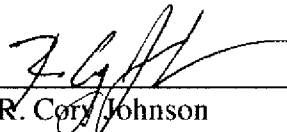
IN WITNESS WHEREOF, each of the parties hereto have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**


SWISS-AMERICAN PRODUCTS, INC.

By:   
Name: R. Cory Johnson  
Title: Treasurer and Assistant Secretary


SWISS-AMERICAN CDMO, LLC

By:   
Name: R. Cory Johnson  
Title: Treasurer and Assistant Secretary

SAP HOLDINGS, INC.

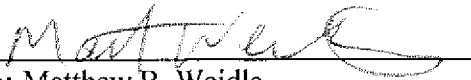
By:   
Name: R. Cory Johnson  
Title: Chief Financial Officer, Treasurer and Assistant Secretary

SAP INTERMEDIATE, LLC

By:   
Name: R. Cory Johnson  
Title: Chief Financial Officer, Treasurer and Assistant Secretary

**LENDER:**

**BANK OF THE WEST**

By:   
Name: Matthew B. Weidle  
Title: Director

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005705 FRAME: 0758**

**SCHEDULE I**

to

**TRADEMARK SECURITY AGREEMENT**

**SWISS- AMERICAN PRODUCTS, INC.<sup>1</sup>**

<b>Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Appl. No.</b>
Swiss-American Products, Inc.	Miscellaneous Design (Snowflake)	United States	Registered	1757882	74/161206
Swiss-American Products, Inc.	Miscellaneous Design (Snowflake)	United States	Registered	1796731	74/161372
Swiss-American Products, Inc.	Miscellaneous Design (Sun Drop Logo)	United States	Registered	1762296	74/161319
Swiss-American Products, Inc.	THE MELTING MOISTURIZER	United States	Registered	1712937	74/155727
Swiss-American Products, Inc.	THE MELTING MOISTURIZER	United States	Registered	1796728	74/155762
Swiss-American Products, Inc.	ELTA	Madrid Protocol	Registered	946847	A0010481
Swiss-American Products, Inc.	ELTA	United States	Registered	1850178	74/368318
Swiss-American Products, Inc.	ELTA	United States	Registered	1850193	74/368321
Swiss-American Products, Inc.	CLEAR CHOICE	United States	Registered	3230230	76/605358
Swiss-American Products, Inc.	SWISS-AMERICAN	United States	Registered	3325284	76/640959
Swiss-American Products, Inc.	SWISS-AMERICAN	United States	Registered	3325285	76/640961
Swiss-American Products, Inc.	SWISS-AMERICAN	United States	Registered	3325283	76/640860
Swiss-American	DERMAVASE	United States	Registered	3421143	76/678238

<sup>1</sup> The trademarks will be assigned to Swiss-American CDMO, LLC post-closing.



Products, Inc.					
Swiss-American Products, Inc.	TRIVASE	United States	Registered	3367548	76/678239
Swiss-American Products, Inc.	PROVASE	United States	Registered	3593546	76/678240
Swiss-American Products, Inc.	HYDROVASE	United States	Registered	3367549	76/678311
Swiss-American Products, Inc.	MICAVASE	United States	Registered	3367547	76/678220
Swiss-American Products, Inc.	NUVASE	United States	Registered	3367550	76/678425
Swiss-American Products, Inc.	PRIMAVASE	United States	Registered	3367551	76/678426
Swiss-American Products, Inc.	ELTA MD (and Design)	United States	Registered	3622347	77/578577
Swiss-American Products, Inc.	ELTA MD (and Design)	United States	Registered	3622351	77/578636
Swiss-American Products, Inc.	ELTA SILVERGEL	United States	Registered	3528835	77/340437

**SWISS-AMERICAN CDMO, LLC**

None.

**SAP HOLDINGS, INC.**

None.

**SAP INTERMEDIATE, LLC**

None.