

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VITAC Corporation		02/01/2016	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC		
Street Address:	6 East 43rd Street		
Internal Address:	20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2033236	VITAC	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2012230-0001		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/Daniel L. Scales/		
DATE SIGNED:	02/03/2016		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of February 1, 2016, by VITAC CORPORATION, a Pennsylvania corporation, with its principal address at 101 Hillpointe Drive, Canonsburg, Pennsylvania 15317 (the “**Grantor**”), in favor of ABACUS FINANCE GROUP, LLC, a Delaware limited liability company, with offices at 6 East 43rd Street, 20th Floor, New York, New York 10017, as administrative agent (the “**Administrative Agent**”) for itself and the other lending institutions (collectively, the “**Lenders**”) which are or may become parties to the Credit Agreement referred to below.

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Grantor, the Lenders party thereto from time to time and the Administrative Agent, the Lenders have agreed to make loans and extend certain other financial accommodations to the Borrower; and

WHEREAS, the obligation of each of the Lenders to make such loans and extend such other financial accommodations is subject to the condition, among others, that the Grantor execute and deliver this Agreement and grant the Lien in favor of the Administrative Agent for the benefit of the Secured Parties as hereinafter described;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Obligations, the Grantor hereby pledges, assigns and grants to the Administrative Agent for the benefit of the Secured Parties, and their respective permitted successors, transferees and assigns, a continuing first-priority security interest in and to all of its right, title and interest in and to the following property, whether now owned or existing or hereafter acquired or arising (the “**Trademark Collateral**”):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to on Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing,

and (ii) all reissues, extensions or renewals of the foregoing (each, a “**Trademark**”), excluding only any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law;

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark;

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect or otherwise recover, any such damages.

SECTION 3. Guarantee and Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the Guarantee and Collateral Agreement and other Collateral Documents. The Guarantee and Collateral Agreement and such other Collateral Documents (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Acknowledgment. The Grantor further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document and a Collateral Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall

constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 8. Amendments. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantor.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first above written.

GRANTOR:

VITAC CORPORATION

By _____

Name: Thomas A. Waldman

Title: Vice President

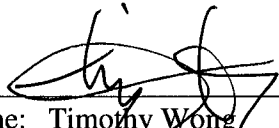
{Signature Page to Trademark Security Agreement}

TRADEMARK
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Acknowledged and agreed to as of the date first above written.

ADMINISTRATIVE AGENT:

ABACUS FINANCE GROUP, LLC

By:  _____
Name: Timothy Wong
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005723 FRAME: 0684

SCHEDULE I

Trademarks

Mark	App. Number	App. Date	Reg. Number	Reg. Date
VITAC	74/383647	April 23, 1993	2,033,236	Jan. 28, 1997