

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM372837

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INVO HEALTHCARE ASSOCIATES, LLC		02/09/2016	LIMITED LIABILITY COMPANY: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH THIRD BANK (for itself and as agent for each affiliate of Fifth Third Bancorp (Secured Party))		
<b>Street Address:</b>	38 FOUNTAIN SQUARE PLAZA, MD 10908F		
<b>City:</b>	CINCINNATI		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	BANKING CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3564540	INVO HEALTHCARE ASSOCIATES	
<b>Registration Number:</b>	3553905	...HELPING KIDS BE KIDS	
<b>Registration Number:</b>	3553901	INVO HEALTHCARE ASSOCIATES....HELPING KI	
<b>Registration Number:</b>	3515396	INV HEALTHCARE ASSOCIATES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2025339099		
<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>			
<b>Phone:</b>	202-467-8800		
<b>Email:</b>	behogue@vorys.com, LCSTRIGGLES@VORYS.COM		
<b>Correspondent Name:</b>	VORYS, SATER, SEYMOUR AND PEASE LLP		
<b>Address Line 1:</b>	P.O. BOX 2255 -- IPLAW@VORYS		
<b>Address Line 2:</b>	ATTN: TANYA MARIE CURCIO		
<b>Address Line 4:</b>	COLUMBUS, OHIO 43216-2255		
<b>ATTORNEY DOCKET NUMBER:</b>	525201090/0769/3564540		
<b>NAME OF SUBMITTER:</b>	Bernice Hogue		
<b>SIGNATURE:</b>	/bernice hogue/		
<b>DATE SIGNED:</b>	02/10/2016		

CH \$115.00 3564540

**Total Attachments: 14**

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**A FIFTH THIRD BANCORP BANK****TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 9, 2016 (the “Effective Date”), to be effective immediately following the consummation of the Acquisition, is entered into by and among **PROGRESSUS THERAPY, LLC**, a Delaware limited liability company (“Progressus Therapy”), whose principal place of business and mailing address is 2701 North Rocky Point Drive, Suite 650, Tampa, Florida 33607, **INVO HEALTHCARE ASSOCIATES, LLC**, a Pennsylvania limited liability company (“Invo” and, together with Progressus Therapy, “Debtors” and, each a “Debtor”) whose principal place of business and mailing address is 1780 Kendarbren Drive, Jamison, Pennsylvania, 18929, and **FIFTH THIRD BANK**, an Ohio banking corporation (for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, “Secured Party”).

**RECITALS**

A. Invo, Invo Holdings, LLC, a Delaware limited liability company (“Invo Holdings”), and Secured Party entered into a Credit Agreement dated as of even date herewith (as amended, renewed, consolidated, restated or replaced from time to time, the “Credit Agreement”) pursuant to which, among other things, Invo Holdings received financing from Secured Party to acquire all of the outstanding Ownership Interests of Progressus Holdings. Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement.

B. Progressus Therapy and the other Progressus Borrowers entered into a Joinder Agreement, dated as of even date herewith and effective immediately following the consummation of the Acquisition, with Secured Party pursuant to which, among other things, the Progressus Borrowers agreed to (i) become “Borrowers” and “Cross-Guarantors” under the Credit Agreement, the Notes and the other Loan Documents and (ii) assume, pay, perform, and observe, as applicable, all of the terms, covenants, conditions, obligations, liabilities, Indebtedness, and all other Obligations under, or arising out of, the Credit Agreement, the Notes, and the other applicable Loan Documents.

C. It is a condition precedent to the making of the Loans under the Credit Agreement that each Debtor grants the security interest contemplated by this Agreement.

**NOW, THEREFORE**, in consideration of the premises herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Debtor hereby agrees with Secured Party as follows:

**1. SECURITY INTERESTS; OBLIGATIONS:** Each Debtor hereby grants to Secured Party a continuing security interest in and to, and a Lien on, all of the “Trademark Collateral”, as defined in Section 2 of this Agreement. The security interests and Liens hereby granted shall

secure the full, prompt and complete payment and performance of the “Obligations”, as that term is defined in the Credit Agreement.

**2. TRADEMARK COLLATERAL:** The collateral in which a security interest and Lien is hereby granted (collectively, the “Trademark Collateral”) comprises, collectively: (a) all of each Debtor’s right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including the Registered Trademarks (as defined in Section 5(b)) listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being, each, a “Trademark,” and collectively, the “Trademarks”); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all of the Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of each Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark registrations and service mark registrations and applications, including the licenses listed on Schedule I and the Trademark Licenses By Debtor (as defined in Section 4) (each Debtor’s rights as licensor or licensee sometimes referred to in this Agreement collectively as “Trademark License Rights”); and (g) together in each case with the goodwill of each Debtor’s, or any of the other Borrower’s, Business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, the Trademark Collateral shall not include any Excluded Collateral until such time, if any, that the assets, or any portion thereof, comprising Excluded Collateral are no longer excluded as provided in the definition of Excluded Collateral. “Excluded Collateral” shall mean (i) any lease, license, contract or agreement to which any Debtor is a party or any of such Debtor’s rights or interests thereunder if and for so long as the grant of a security interest or Lien therein shall constitute or result in (A) the abandonment, invalidation or unenforceability of any material right, title or interest of such Debtor therein or (B) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract or agreement other than, in each case, to the extent that any such term would not be terminated, rendered unenforceable or otherwise deemed ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity (the “General Restriction Exclusions”); provided that, immediately and automatically upon the ineffectiveness, inapplicability, lapse or termination of any such restriction (each, a “Restriction” and collectively, the “Restrictions”), Trademark Collateral shall include, and each applicable Debtor shall be automatically deemed to have granted a security interest in and Lien on, all such assets, rights, property and interests, as the case may be, as if such provision had never been in effect; provided further that, notwithstanding any such Restriction, Trademark Collateral shall, to the extent such Restriction does not by its terms apply expressly thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all proceeds derived from or in connection with such rights and interests, and (ii) any trademark or service mark based on any “intent-to-use” filed by, or on behalf of, any Debtor (“Intent to Use Applications”); provided that, notwithstanding such exclusion, Trademark Collateral shall, to the extent Debtors’ Intent to Use Applications are not materially adversely affected, include the right

to receive any and all proceeds derived from or in connection with Debtors' Intent to Use Applications and nothing herein shall be interpreted to preclude the creation, attachment, perfection or enforcement of a security interest in any such proceeds.

**3. DEFINITIONS:** All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used in this Agreement, the "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time.

**4. LICENSES:** Except for non-exclusive licenses attendant to products and services provided by a Debtor in the ordinary course of its Business consistent with past custom and practice, each Debtor expressly represents, warrants, covenants and agrees that such Debtor shall not license, as licensor, any Trademarks (a "Trademark License By Debtor") included in the Trademark Collateral without the prior written consent of Secured Party (such consent not to be unreasonably withheld or delayed), and each such Trademark License By Debtor so granted shall be subject to the terms and conditions of this Agreement.

**5. REPRESENTATIONS AND WARRANTIES:**

To induce Secured Party to make Loans and other extensions of credit pursuant to the Loan Documents, each Debtor hereby represents and warrants to Secured Party that the following statements are, as of the Effective Date and as of the date each representation and warranty set forth in the Credit Agreement is required to be, or is deemed to be, remade pursuant thereto, true in all material respects, except that in the case of a representation and warranty which is given as of specified earlier date or for a specified earlier period, such representation and warranty shall be true in all material respects as of such earlier date or for such earlier period:

(a) Except for the security interest hereby granted, granted by the Security Agreements (as defined below) or as may be set forth on Schedule I, each Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner or licensee of each and every item of the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free from any Lien or license (other than Permitted Liens or any license expressly permitted by this Agreement); and each Debtor has full right to grant the security interest hereby granted by such Debtor;

(b) As of the Effective Date, set forth on Schedule I is a complete and accurate list of all United States federally registered Trademarks and applications for Trademarks (or any registered Trademarks and applications for Trademarks registered in any other country or any political subdivision of that country) (collectively, the "Registered Trademarks") and Trademark License Rights owned by each Debtor or in which any Debtor has any rights;

(c) Except as otherwise set forth on Schedule I, each Registered Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each application for any Registered Trademark is valid, registered or registrable and enforceable. To the Knowledge of each Debtor, there have been no prior uses of any item of the Trademark Collateral which would reasonably be expected to lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the Business connected with such item;

(d) As of the date of this Agreement, no Debtor has granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademark Collateral except as disclosed on Schedule I or except as expressly permitted under Section 4;

(e) Reasonable and proper statutory notice has been used in all respects in connection with the use of each registered trademark and service mark;

(f) Except as may be set forth on Schedule I, as of the date of this Agreement, the Trademark License Rights are in full force and effect. No Debtor is in default under any of the Trademark License Rights, and no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by any Debtor under the Trademark License Rights;

(g) Except for the filing of financing statements (or similar filings) and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either: (i) for the grant by any Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by any Debtor or (ii) for the perfection of or the exercise by Secured Party of its rights or remedies hereunder; and

(h) Except as set forth on Schedule I, to the Knowledge of the Officers, there are no Restrictions which are not terminated or rendered unenforceable or otherwise deemed ineffective by the General Restriction Exclusions affecting any Debtor or any of the Trademark Collateral as of the Effective Date.

**6. DEBTORS' RESPONSIBILITIES:** Until the Termination of this Agreement in accordance with Section 9(i) of this Agreement:

(a) Debtors will furnish to Secured Party upon Secured Party's reasonable request, no more frequently than once per Fiscal Quarter so long as no Event of Default has occurred and is continuing, a current list of the Registered Trademarks for the purpose of identifying the Registered Trademarks, including any licensing of Registered Trademarks, and all other information in connection with the Registered Trademarks as Secured Party may request, all in reasonable detail, and execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall reasonably require for the purpose of

confirming and perfecting Secured Party's security interest in and Lien on any or all of the Registered Trademarks;

(b) Should any Debtor obtain an ownership interest in any Trademark License Rights or Registered Trademarks, which is not now identified in Schedule I, (i) Debtors will give written notice to Secured Party within 10 Business Days after the date on which any Debtor obtained any such Trademark License Rights or Registered Trademarks, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and the Registered Trademarks (exclusive of any Intent to Use Applications or other Excluded Collateral) acquired or obtained, and (iii) each of such Trademark License Rights and Registered Trademarks (exclusive of any Intent to Use Applications or other Excluded Collateral), together with the goodwill of the Business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Each Debtor hereby authorizes Secured Party to modify this Agreement by amending Schedule I to include any Registered Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that any Debtor determines in its reasonable discretion that it is in such Debtor's best interest to do so, such Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings or the foreign equivalents thereof. To the extent necessary to the conduct of its Business, each Debtor agrees to take corresponding steps with respect to each new or other Registered Trademark to which such Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne solely by Debtors. No Debtor shall (i) abandon any registration of or any item of Trademark Collateral or (ii) abandon any right to file an application for Trademark registration, or abandon any pending application, registration, or Trademark, unless such Debtor has determined in its reasonable discretion that it is in such Debtor's best interest to abandon such pending application, registration or Trademark and no Event of Default has occurred and is continuing;

(d) Debtors will notify Secured Party promptly in writing (i) of any information which any Debtor has received or is otherwise known to Debtors, which would reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of Secured Party with respect thereto; (ii) subject to Section 6(c)(ii) above, when any item of the Trademark Collateral may become abandoned or dedicated; (iii) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of material Trademark Collateral; or (iv) that a Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights, unless such Debtor has determined in its reasonable discretion that it is in such Debtor's best interest to abandon such item and no Event of Default has occurred and is continuing;

(e) To the extent any Debtor has Knowledge thereof, Debtors will promptly notify Secured Party if any of the Trademark Collateral is infringed or misappropriated by any Person, and will, to the extent that the applicable Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in such Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other commercially reasonable actions under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne solely by Debtors;

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Credit Agreement, no Debtor will (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except as may otherwise be disclosed in Schedule I or any Permitted Liens otherwise expressly permitted by the Credit Agreement; or (iii) take any other action in connection with any of the items of Trademark Collateral that would reasonably be expected to materially impair the value of the interests or rights of such Debtor or Secured Party in, to or under such Trademark Collateral;

(g) Each Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its use of each registered Trademark in its Business, except where the failure to do so would not reasonably be expected to materially impair the value of the interests or rights of any Debtor or Secured Party in, to or under such Trademark; and

(h) Debtors will pay all reasonable expenses, including reasonable attorneys' fees and expenses of Secured Party incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and each Debtor agrees that such expenses and fees, in each instance, shall constitute part of the Obligations and be secured by the Trademark Collateral and all other Loan Collateral.

**7. POWER OF ATTORNEY:** Each Debtor hereby makes, constitutes, and appoints Secured Party (with full power of substitution) its true and lawful attorney in fact: (a) to execute and/or authenticate on any Debtor's behalf, after such Debtor's failure to so act after Secured Party's reasonable written request therefor, and/or file financing statements (or similar filings) reflecting Secured Party's security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise protect or maintain the security interest granted herein, (b) to record the security interest in any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable Governmental Authority), and (c) upon the occurrence and during the continuance of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the maintenance, protection, and collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral.



## **8. DEFAULT:**

(a) If an Event of Default occurs and is continuing, then, in any such event, Secured Party may, at Secured Party's option and without further notice to any Debtor, resort to the rights and remedies available at law, in equity and under this Agreement and the other Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable Governmental Authority) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring each Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be reasonably designated by Secured Party; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses By Debtor or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtors, as applicable, will be credited with the net proceeds of such sale after payment in full of the Obligations in cash (exclusive of any contingent obligations for indemnification for which Secured Party has not then asserted a claim), only when they are actually received by Secured Party. Any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtors 10 days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral (A) the goodwill of the Business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) each Debtor will supply to Secured Party or its designee such Debtor's customer lists and other records relating to such Trademark Collateral. Further, if an Event of Default occurs and is continuing, then Secured Party may, at Secured Party's option and without notice to any Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Each Debtor acknowledges and agrees that Secured Party shall have no obligation to, and each Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial

Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

## **9. GENERAL PROVISIONS:**

(a) All rights of Secured Party shall inure to the benefit of its successors, permitted assigns and affiliates and all obligations of Debtors shall bind the successors and assigns of Debtors, respectively.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Ohio (without regard to conflicts of law principles) except to the extent of the application of other laws of mandatory application.

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Each Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Each Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements (or similar filings) and amendments thereto that: (i) indicate the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement (or similar filing) or amendment, including whether such Debtor is an organization, the type of organization and any organizational identification number issued to such Debtor. Each Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements (or similar filings), continuation statements or other such documents as have been filed naming such Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or, upon the occurrence and during the continuance of an Event of Default, enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements, amendments and other modifications thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, “hereunder,” “herein,” “hereto,” “this Agreement” and words of similar import refer to this entire document; “including” is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by any Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party’s Lien on, the “Collateral” as defined in both the Invo Security Agreement and the Progressus Security Agreement (as either of the foregoing may be amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, together, the “Security Agreements”) or Secured Party’s rights or remedies respecting the “Collateral.” Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Security Agreements or any other Loan Documents, which security interests and other Liens, each Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

(g) SECURED PARTY AND EACH DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(h) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedies by Secured Party does not require that all or any other remedies be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party’s good faith judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party’s judgment exercised in good faith, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(i) This Agreement will terminate (“Termination”) upon the payment in full of the Obligations in cash (exclusive of any contingent obligations for indemnification for which Secured Party has not then asserted a claim). Upon such Termination, the Liens on the Trademark Collateral granted hereunder shall automatically be released without further action of Secured Party, and Secured Party shall promptly execute and deliver to Debtors proper documentation acknowledging such release at the expense of and reasonably acceptable to Debtors, and shall duly assign and deliver to Debtors such of the Trademark Collateral as has been released and is in the possession of Secured Party, pursuant to one or more instruments of re-conveyance prepared by Secured Party, and shall deliver UCC termination statements with respect to its Liens on the Trademark Collateral.

(j) All of the obligations of each Debtor hereunder are joint, several and primary. No Debtor shall be or be deemed to be an accommodation party with respect to this Agreement.

(k) Any notice required, permitted or contemplated hereunder shall be delivered in accordance with the Credit Agreement.

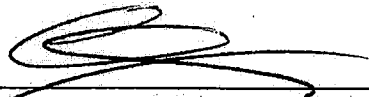
[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and each Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized Officers as of the Effective Date, to be effective immediately upon consummation of the Acquisition.

**PROGRESSUS THERAPY, LLC**

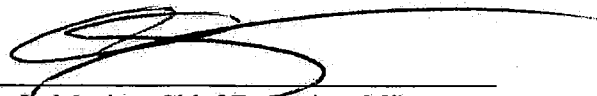
By: Progressus, Inc., its sole member

By: Invo Holdings, LLC, its sole shareholder

By:   
Anthony L. Manley, Chief Executive Officer

**INVO HEALTHCARE ASSOCIATES, LLC**

By: Invo Holdings, LLC, its sole shareholder

By:   
Anthony L. Manley, Chief Executive Officer

**FIFTH THIRD BANK**

By: \_\_\_\_\_  
Gregory S. Calhoun, Assistant Vice President

SIGNATURE PAGE TO  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005728 FRAME: 0978**

IN WITNESS WHEREOF, Secured Party and each Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized Officers as of the Effective Date, to be effective immediately upon consummation of the Acquisition.

**PROGRESSUS THERAPY, LLC**

By: Progressus, Inc., its sole member

By: Invo Holdings, LLC, its sole shareholder

By: \_\_\_\_\_  
Anthony L. Manley, Chief Executive Officer

**INVO HEALTHCARE ASSOCIATES, LLC**

By: Invo Holdings, LLC, its sole shareholder

By: \_\_\_\_\_  
Anthony L. Manley, Chief Executive Officer

**FIFTH THIRD BANK**

By: Gregory S. Calhoun  
Gregory S. Calhoun, Assistant Vice President

SIGNATURE PAGE TO  
TRADEMARK SECURITY AGREEMENT

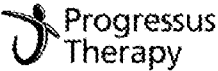



**TRADEMARK**  
**REEL: 005728 FRAME: 0979**

**SCHEDULE I**


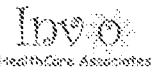
**TRADEMARKS AND LICENSES**

**U.S. Federally-Registered Trademarks**

A. Progressus Therapy's Registered Trademarks:

Mark	Serial No.	Filing Date	Registration No.	Registration Date
PROGRESSUS THERAPY and Design 	7548300	August 15, 2008	3634275	June 9, 2009
Design Mark 	77548330	August 15, 2008	3630208	June 2, 2009
PROGRESSUS THERAPY and Design 	7548283	August 15, 2008	3594664	March 24, 2009
Design Mark 	77548320	August 15, 2008	3594666	March 24, 2009
THE POWER OF WHAT'S POSSIBLE	77548212	August 15, 2008	3594660	March 24, 2009
THE POWER OF WHAT'S POSSIBLE	77548232	August 15, 2008	3630207	June 2, 2009

B. Invo's Registered Trademarks:

Mark	Serial No.	Filing Date	Registration No.	Registration Date
INVO HEALTHCARE ASSOCIATES and Design 	77502523	June 19, 2008	3564540	January 20, 2009
...HELPING KIDS BE KIDS	77474883	May 15, 2008	3553905	December 30, 2008
INVO HEALTHCARE ASSOCIATES....HELPING KIDS BE KIDS and Design 	77474842	May 15, 2008	3553901	December 30, 2008
INV HEALTHCARE ASSOCIATES and Design	77388638	February 5, 2008	3515396	October 14, 2008

 Healthcare Association				
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**Trademark Licenses**

None.

**Restrictions**

None.