

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378967

<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>
Science Care, Inc.		04/01/2016	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NXT Capital, LLC, as Agent		
<b>Street Address:</b>	191 North Wacker Drive, 30th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4810485	MEMORY IN NATURE	
<b>Registration Number:</b>	4737036	HOPE PROGRAM	
<b>Registration Number:</b>	4498286	I SUPPORT LIFE	
<b>Registration Number:</b>	3720459	SCIENCE CARE	
<b>Registration Number:</b>	3720461	SCIENCE CARE	
<b>Registration Number:</b>	3720460	SCIENCE CARE	
<b>Registration Number:</b>	3720462	SCIENCE CARE	
<b>Registration Number:</b>	2527646	SCIENCE CARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8438		
<b>Email:</b>	raquel.haleem@kattenlaw.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	342663-137		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		

CH \$215.00 4810485

<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	04/01/2016
<b>Total Attachments: 4</b> source=Science Care - Trademark Security Agreement#page1.tif source=Science Care - Trademark Security Agreement#page2.tif source=Science Care - Trademark Security Agreement#page3.tif source=Science Care - Trademark Security Agreement#page4.tif	

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 1<sup>st</sup> day of April, 2016, by Science Care, Inc., an Arizona corporation (“**Grantor**”), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “**Grantee**”):

**W I T N E S S E T H**

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement April 1, 2016 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

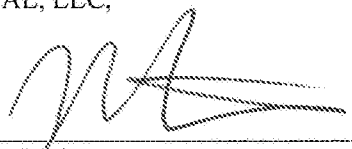
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SCIENCE CARE, INC.

By BOCILL  
Name: Brad O'Connell  
Title: Vice President of Operations

Agreed and Accepted  
As of the Date First Written Above

NXT CAPITAL, LLC,  
as Agent

By   
Name: Milan Patel  
Its: Director

**SCHEDULE 1**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
MEMORY IN NATURE	76717575	2/18/15	4810485	9/15/15
HOPE PROGRAM	76716845	9/4/14	4737036	5/19/15
I SUPPORT LIFE	76713819	3/27/13	4498286	3/18/14
SCIENCE CARE	76697286	5/7/09	3720459	12/8/09
SCIENCE CARE	76697288	5/7/09	3720461	12/8/09
SCIENCE CARE	76697287	5/7/09	3720460	12/8/09
SCIENCE CARE	76697289	5/7/09	3720462	12/8/09
SCIENCE CARE	78054861	3/24/01	2527646	1/8/02