

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386387

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Water-Jel Technologies Acquisition Co., LLC		06/01/2016	Limited Liability Company: NEW JERSEY

## RECEIVING PARTY DATA

<b>Name:</b>	Webster Bank, National Association
<b>Street Address:</b>	Two Stamford Plaza, 4th Floor
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06901
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4339452	
Registration Number:	3942248	RADIADERM SYSTEM
Registration Number:	3946223	RADIADERM
Registration Number:	3938460	R2 A WATER-JEL PRODUCT
Registration Number:	3938459	R1 A WATER-JEL PRODUCT
Registration Number:	3187741	BURN STOP
Registration Number:	2567184	BURN JEL
Registration Number:	3080044	STERIL-EYES
Registration Number:	3107341	WATER-JEL MUSCLE JEL
Registration Number:	2987093	COOL JEL
Registration Number:	1854013	UNBURN
Registration Number:	1762382	WATER-JEL BURN JEL
Registration Number:	1958221	
Registration Number:	1186537	
Registration Number:	1394610	
Registration Number:	1392078	WATER-JEL
Registration Number:	1185594	WATER JEL
Registration Number:	1177931	WATER-JEL
Registration Number:	1429819	WATER-JEL

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 2122383100

*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:** 212-238-3214**Email:** selwin@emmetmarvin.com**Correspondent Name:** Sharon Elwin**Address Line 1:** 120 Broadway, 32nd Floor**Address Line 2:** Emmet Marvin & Martin, LLP**Address Line 4:** New York, NEW YORK 10271

<b>NAME OF SUBMITTER:</b>	Sharon Elwin
<b>SIGNATURE:</b>	/Sharon Elwin/
<b>DATE SIGNED:</b>	06/02/2016

**Total Attachments: 4**

source=water-jel trademark#page2.tif

source=water-jel trademark#page3.tif

source=water-jel trademark#page4.tif

source=water-jel trademark#page5.tif

**GRANT OF SECURITY INTEREST (TRADEMARKS)**

June 1, 2016

The undersigned, **WATER-JEL TECHNOLOGIES ACQUISITION CO., LLC** (the "**Grantor**"), and **WEBSTER BANK, NATIONAL ASSOCIATION** (the "**Lender**") are parties to a Security Agreement, dated as of June 1, 2016 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Obligations, the Grantor collaterally assigned, mortgaged, pledged, hypothecated and transferred to the Lender, and granted to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral (other than Excluded Assets), including, without limitation, certain of its intellectual property

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Obligations, hereby collaterally assigns, mortgages, pledges, hypothecates and transfers to the Lender, and grants to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "**Trademark Collateral**"):

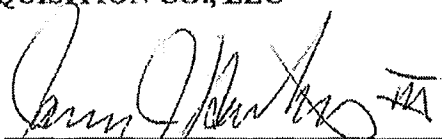
- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "**Trademarks**");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is: Two Stamford Plaza, 4<sup>th</sup> Floor, Stamford, Connecticut 06901.



IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the date first above written.

**WATER-JEL TECHNOLOGIES  
ACQUISITION CO., LLC**

By: 

Name: James J. Hartnett, III  
Title: Manager

**Schedule 1**  
**to**  
**Grant of Security Interest (Trademarks)**  
**Dated as of June 1, 2016**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
	4339452	May 21, 2013
RADIADERM SYSTEM	3942248	April 5, 2011
RADIADERM	3946223	April 12, 2011
R2 A WATER-JEL PRODUCT	3938460	March 29, 2011
R1 A WATER-JEL PRODUCT	3938459	March 29, 2011
BURN STOP	3187741	December 19, 2006
BURN JEL	2567184	May 7, 2002
STERIL-EYES	3080044	April 11, 2006
WATER-JEL MUSCLE JEL	3107341	June 20, 2006
COOL JEL	2987093	August 23, 2005
UNBURN	1854013	September 13, 1994
WATER-JEL BURN JEL	1762382	April 6, 1993
	1958221	February 27, 1996

**Schedule 1 (Continued)**  
**to**  
**Grant of Security Interest (Trademarks)**  
**Dated as of June 1, 2016**



1186537

January 19, 1982



1394610

May 27, 1986

WATER-JEL

1392078

May 6, 1986

WATER JEL

1185594

January 12, 1982

WATER-JEL

1177931

November 17, 1981

WATER-JEL

1429819

February 24, 1987