

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387239

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
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			
Name:	Brookside Mezzanine Fund III, L.P.		
Street Address:	201 Tresser Blvd., Suite 330		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Limited Partnership: DELAWARE		
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			

OP \$490.00 4339452

CORRESPONDENCE DATA**Fax Number:** 8602758299*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:** 860-275-8285**Email:** jscheib@rc.com**Correspondent Name:** Jacqueline P. Scheib**Address Line 1:** 280 Trumbull Street**Address Line 2:** Robinson & Cole LLP**Address Line 4:** Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Jacqueline P. Scheib
SIGNATURE:	/Jacqueline P. Scheib/
DATE SIGNED:	06/09/2016

Total Attachments: 5

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GRANT OF SECURITY INTEREST (TRADEMARKS)

June 1, 2016

The undersigned, **WATER-JEL TECHNOLOGIES ACQUISITION CO., LLC** (the “**Grantor**”), and **BROOKSIDE MEZZANINE FUND III, L.P.** (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: 201 Tresser Boulevard, Suite 330, Stamford, CT 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

Agreed and Accepted.

BROOKSIDE MEZZANINE FUND III, L.P.,
a Delaware limited partnership

By: **BROOKSIDE MEZZANINE PARTNERS III, LLC**,
a Delaware limited liability company,
its General Partner

By: _____
Name: Corey L. Sclar
Its: Managing Partner

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.

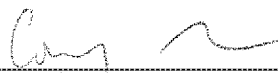
**WATER-JEL TECHNOLOGIES
ACQUISITION CO., LLC**

By: _____
Name: James J. Hartnett, III
Title: Manager



Agreed and Accepted.

BROOKSIDE MEZZANINE FUND III, L.P.,
a Delaware limited partnership



By: **BROOKSIDE MEZZANINE PARTNERS III, LLC,**
a Delaware limited liability company,
its General Partner

By: 
Name: Corey L. Sclar
Its: Managing Partner

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

	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