

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NUFERN		11/07/2016	Corporation:
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC, AS COLLATERAL AGENT		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3521694	NUFIRE	
Registration Number:	2602310	NUFERN	
Registration Number:	2602794	NUFERN	
Registration Number:	2743071	NUFERN	
Registration Number:	5032741	NUPULSE	
Serial Number:	86617699	NUPULSE	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8053		
Email:	juan.arias@weil.com		
Correspondent Name:	Alison Carrizales		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	A. Carrizales 21151.0139		
NAME OF SUBMITTER:	ALISON CARRIZALES		
SIGNATURE:	/ALISON CARRIZALES/		
DATE SIGNED:	11/07/2016		

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Total Attachments: 4

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of November 7, 2016 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Barclays Bank PLC, as Collateral Agent (the "Collateral Agent") for the Secured Parties referenced therein, the undersigned Obligor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown on Exhibit A hereto to the Collateral Agent for the benefit of the holders of the Secured Obligations.

The undersigned Obligor and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

NUFERN

By: 
Name: Mitchell McPeek
Title: President

Acknowledged and Accepted:

Barclays Bank PLC, as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

The undersigned Obligor and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

NUFERN

By: _____
Name:
Title:

Acknowledged and Accepted:

Barclays Bank PLC, as Collateral Agent

By: _____
Name: **RITAM BHALLA**
Title: **DIRECTOR**

By: _____
Name:
Title:

TRADEMARKS²

<u>TRADEMARK NO.</u>	<u>TRADEMARK DESCRIPTION</u>	<u>FILING DATE</u>	<u>REGISTRATION DATE</u>
3521694	NUFIRE	06/11/2007	10/21/2008
2602310	NUFERN	08/22/2000	07/30/2002
2602794	NUFERN	07/23/2001	07/30/2002
2743071	NUFERN	07/24/2000	07/29/2003
5032741	NUPULSE	05/01/2015	08/30/2016

TRADEMARK APPLICATIONS³

<u>TRADEMARK APPLICATION NO.</u>	<u>TRADEMARK APPLICATION DESCRIPTION</u>	<u>FILING DATE</u>
86617699	NUPULSE	05/01/2015

² Only active trademark and trademark applications are listed. Company owns abandoned and cancelled trademarks that are not included.

³ Do not schedule any intent-to-use (or similar) trademark or service mark application prior to the filing and acceptance of a "Statement of Use", "Amendment to Allege Use" or similar filing with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein may impair the validity or enforceability of such intent-to-use trademark application under applicable law.