

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kirlin Industries, LLC		02/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Privatebank and Trust Company		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4278442	THE KIRLIN GROUP	
Registration Number:	4267156	KIRLIN	
Registration Number:	4205796	K	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	1-312-460-5892		
Email:	tvanlonkhuyzen@seyfarth.com		
Correspondent Name:	Tyler Vanlonkhuyzen		
Address Line 1:	Willis Tower 233 S. Wacker Drive		
Address Line 2:	Seyfarth Shaw LLP, Suite 8000		
Address Line 4:	Chicago, ILLINOIS 60606-6448		
ATTORNEY DOCKET NUMBER:	58550-57		
NAME OF SUBMITTER:	Tyler Vanlonkhuyzen		
SIGNATURE:	/Tyler Vanlonkhuyzen/		
DATE SIGNED:	03/02/2017		
Total Attachments: 5			
source=58550_7_Trademark_Security_Agreement_Kirlin#page1.tif			
source=58550_7_Trademark_Security_Agreement_Kirlin#page2.tif			

CH \$90.00 4278442

source=58550_7_Trademark_Security_Agreement_Kirlin#page3.tif
source=58550_7_Trademark_Security_Agreement_Kirlin#page4.tif
source=58550_7_Trademark_Security_Agreement_Kirlin#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 28, 2017, is by KIRLIN INDUSTRIES, LLC, a Delaware limited liability company (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor and certain of its affiliates have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions, as lenders (the "Lenders"), and the Administrative Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor.

B. The Grantor and certain of its affiliates have entered into that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Administrative Agent pursuant to which the Secured Obligations are secured.

C. As a condition to the closing of the transactions referenced in the Credit Agreement, the Grantor is required to enter into this Agreement in favor of the Administrative Agent.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks and trademark licenses and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement, the Security Agreement and the other Loan Documents (as defined in the Credit Agreement).

In consideration of the mutual agreements set forth herein and in the other Loan Documents, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule I annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule I annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in

Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used herein but not defined herein shall have the respective meaning ascribed thereto in the Credit Agreement or Security Agreement.

[signature page follows]

The Granior has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

KIRLIN INDUSTRIES, LLC

By: 

Birt Wilder
Chief Financial Officer and Assistant Treasurer

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY

By: _____

Richard J. Kress
Managing Director

[Trademark Security Agreement]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

KIRLIN INDUSTRIES, LLC

By: _____
Birt Wilder
Chief Financial Officer and Assistant Treasurer

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY

By:  _____
Richard J. Krees
Managing Director

[Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

OWNER	JURISDICTION	REGISTRATION/ SERIAL NUMBER	TITLE	REGISTRATION DATE
Kirlin Industries, LLC	U.S.	4,278,442	The Kirlin Group	January 22, 2013
Kirlin Industries, LLC	U.S.	4,267,156	Kirlin	January 1, 2013
Kirlin Industries, LLC	U.S.	4,205,796	JJK	September 11, 2012