

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DERMARITE INDUSTRIES LLC		03/03/2017	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	TWIN BROOK CAPITAL PARTNERS, LLC, AS COLLATERAL AGENT		
Street Address:	300 S. WACKER DRIVE, SUITE 3500		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4470976	COMFORTFOAM	
Registration Number:	4470821	DERMACERIN	
Registration Number:	4601040	DERMADAILY	
Registration Number:	4601086	DERMAFILM	
Registration Number:	4601045	DERMAFUNGAL	
Registration Number:	4470975	DERMAGINATE	
Registration Number:	4520750	DERMALEVIN	
Registration Number:	4601083	DERMASYN	
Registration Number:	4871868	FIBERHEAL	
Registration Number:	4470974	PERIFRESH	
Registration Number:	4601140	PERIGIENE	
Registration Number:	4871867	PROHEAL	
Registration Number:	4871869	UTIHEAL	
Registration Number:	4132469	DERMASEPTIN	
Registration Number:	2948070	SILVERDERM 7	
Registration Number:	3665586	PERIGUARD	
Registration Number:	3592611	KLEENFOAM	
Registration Number:	3563230	GELRITE	
Registration Number:	3693383	SAN-E-FOAM	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3596161	TOTALFOAM
Registration Number:	3481409	SILVAKOLLAGEN
Registration Number:	3693267	WAR ON SORES
Registration Number:	2320502	DERMARITE

CORRESPONDENCE DATA

Fax Number:

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: 312-577-8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	386565-44
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	03/03/2017

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 3, 2017 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **TWIN BROOK CAPITAL PARTNERS, LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 3, 2017 (as it may be further amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. § 1051(d) or amendment to allege use under 15 U.S.C. § 1051(c) has not yet been filed and accepted, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the United States Copyright Office, United States Patent and Trademark Office, and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a

signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

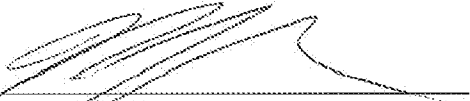
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

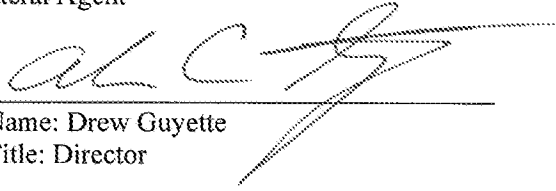
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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

DERMARITE INDUSTRIES LLC,
as a Grantor

By: 
Name: Naffah Minzer
Title: President

**TWIN BROOK CAPITAL PARTNERS, LLC, as
Collateral Agent**

By: 
Name: Drew Guyette
Title: Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations and Applications

<u>Jurisdiction</u>	<u>Owner</u>	<u>Title</u>	<u>Registration / Application No.</u>	<u>Registration / Application Date</u>
USA	DermaRite Industries LLC	ComfortFoam	4470976	1/21/2014
USA	DermaRite Industries LLC	DermaCerin	4470821	1/21/2014
USA	DermaRite Industries LLC	DermaDaily	4601040	9/9/2014
USA	DermaRite Industries LLC	DermaFilm	4601086	9/9/2014
USA	DermaRite Industries LLC	DermaFungal	4601045	9/9/2014
USA	DermaRite Industries LLC	DermaGinate	4470975	1/21/2014
USA	DermaRite Industries LLC	DermaLevin	4520750	4/29/2014
USA	DermaRite Industries LLC	DermaSyn	4601083	9/9/2014
USA	DermaRite Industries LLC	Fiber Heal	4871868	12/15/2015
USA	DermaRite Industries LLC	PerFresh	4470974	1/21/2014
USA	DermaRite Industries LLC	PeriGiene	4601140	9/9/2014
USA	DermaRite Industries LLC	ProHeal	4871867	12/15/2015
USA	DermaRite Industries LLC	UTIHeal	4871869	12/15/2015
USA	DermaRite Industries LLC	DermaSeptin	4132469	4/24/2012
USA	DermaRite Industries LLC	SilverDerm 7	2948070	5/10/2005
USA	DermaRite Industries LLC	PeriGuard	3665586	8/11/2009
USA	DermaRite Industries LLC	KleenFoam	3592611	3/17/2009
USA	DermaRite Industries LLC	GelRite	3563230	1/20/2009
USA	DermaRite Industries LLC	San-E-Foam	3693383	10/6/2009
USA	DermaRite Industries LLC	TotalFoam	3596161	3/24/2009
USA	DermaRite Industries LLC	SILVAKOLLA GEN	3481409	8/5/2008
USA	DermaRite Industries LLC	War On Sores	3693267	10/6/2009
USA	DermaRite Industries LLC	DermaRite	2320502	2/22/2000