

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM428119

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
P & L Development, LLC		05/18/2017	Limited Liability Company: DELAWARE
P & L Development Holdings, LLC		05/18/2017	Limited Liability Company: DELAWARE
Aaron Holding, LLC		05/18/2017	Limited Liability Company: DELAWARE
Aaron Industries, LLC		05/18/2017	Limited Liability Company: DELAWARE
PLDHC Acquisitions, LLC		05/18/2017	Corporation: DELAWARE
Health Chem Acquisitions, LLC		05/18/2017	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Obsidian Agency Services, Inc., as collateral agent		
<b>Street Address:</b>	c/o Tennenbaum Capital Partners, 2951 28th Street		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90405		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2158098	OUR SPECIAL VALUE	
<b>Registration Number:</b>	4239573	PLD	
<b>Registration Number:</b>	4215781	PLDEVELOPMENTS	
<b>Registration Number:</b>	4215779	PUT OUR QUALITY AND TRUST BEHIND YOUR BR	
<b>Registration Number:</b>	4215780	PLDEVELOPMENTS	
<b>Registration Number:</b>	4547768	READY INCASE	
<b>Registration Number:</b>	4547767	READY IN CASE	
<b>Registration Number:</b>	4626399	HEARTBURN RELIEF 24 HOUR	
<b>Registration Number:</b>	4456896	PUT OUR QUALITY AND SERVICE BEHIND YOUR	
<b>Registration Number:</b>	4742171	READY INCASE	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2044940	ISO-BLU
Registration Number:	1762389	AARON BRANDS LABORATORY TESTED QUALITY G
Registration Number:	4265632	AH AARONHEALTH KIDS
Registration Number:	4265631	AH AARONHEALTH

#### CORRESPONDENCE DATA

**Fax Number:** 2125935955

*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:** 212-756-2132

**Email:** scott.kareff@srz.com

**Correspondent Name:** S. Kareff c/o Schulte Roth & Zabel LLP

**Address Line 1:** 919 Third Avenue

**Address Line 2:** 19th Floor

**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	077341-0025
<b>NAME OF SUBMITTER:</b>	Scott Kareff (077341-0025)
<b>SIGNATURE:</b>	/kc for sk/
<b>DATE SIGNED:</b>	05/18/2017

#### Total Attachments: 11

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**IP Security Agreement**"), dated as of May 18, 2017 is made by P & L DEVELOPMENT, LLC ("**P&L**"), P & L DEVELOPMENT HOLDINGS, LLC ("**Holdings**"), AARON HOLDING, LLC ("**Aaron Holding**") AARON INDUSTRIES, LLC ("**Aaron Industries**"), PLDHC ACQUISITIONS, LLC ("**PLDHC**") and HEALTH CHEM ACQUISITIONS, LLC ("**Health-Chem**" and together with P&L, Holdings, Aaron Holding, Aaron Industries and PLDHC, each individually, a "**Grantor**" and collectively, the "**Grantors**"), in favor of OBSIDIAN AGENCY SERVICES, INC., a California corporation, as collateral agent for the Lenders (the "**Grantee**").

**WHEREAS**, pursuant to that certain Term Loan and Security Agreement, dated on or about the date hereof, among Grantors, Grantee, Cortland Capital Market Services LLC, in its capacity as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**"), and the financial institutions and other entities party thereto (the "**Lenders**") (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "**Term Loan Agreement**"), the Lenders have extended certain loans and other financial accommodations to the Grantors pursuant to the terms of the Term Loan Agreement and various documents, instruments, guaranties and agreements delivered contemporaneously in connection therewith (all of the foregoing, together with this IP Security Agreement and the Term Loan Agreement, as the same may now exist or may hereafter be amended, modified, restated, renewed, extended or supplemented, are collectively referred to herein as the "**Loan Documents**"); and

**WHEREAS**, under the terms of the Loan Documents, each Grantor has granted to Grantee for the benefit of the Secured Parties a security interest in, among other property, the Intellectual Property of such Grantor; and

**WHEREAS**, each Grantor has agreed to execute and deliver this IP Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("**USPTO**") and the United States Copyright Office ("**US Copyright Office**").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Grantee as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Term Loan Agreement.

2. Grant of Security. Each Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a security interest in and to all of the right, title and interest of such Grantor in, to and under the Intellectual Property of such Grantor, including, without limitation, all of the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "**IP Collateral**"):

(a) the trademarks and trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with each Grantor's business symbolized by the foregoing or connected therewith (the "**Trademarks**");

(b) the patents and patent applications set forth on Schedule 2 and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto hereto (the "**Patents**");

(c) the copyright registrations and applications set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of each Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this IP Security Agreement to the contrary, the term "IP Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered IP Collateral.

### 3. Recordation.

(a) With respect to the Patents and Trademarks, each Grantor hereby authorizes the Commissioner for Trademarks and/or Patents for the USPTO and any other government officials to record and register this IP Security Agreement upon request by the Grantee.

(b) With respect to the Copyrights, each Grantor authorizes the Register of Copyrights for the US Copyright Office and any other government officials to record and register this IP Security Agreement upon request by the Grantee.

4. Special Power of Attorney. Each Grantor will, concurrently with the execution and delivery of this IP Security Agreement, execute and deliver to Grantee an original of a Special Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the IP Collateral pursuant to Grantee's exercise of the rights and remedies granted to Grantee hereunder and under the other Loan Documents (but subject to the Intercreditor Agreement).

5. Other Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Term Loan Agreement, which is hereby incorporated by reference. The provisions of the Term Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The obligations and covenants of each Grantor relating to the IP Collateral are as provided by the Term Loan Agreement and nothing in this IP Security Agreement shall be deemed to limit such obligations or any covenants pertaining to the IP Collateral. The rights and remedies of the Grantee with respect to the IP Collateral are as provided by the Term Loan Agreement and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

6. Execution in Counterparts. This IP Security 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 to this IP Security Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

7. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


8. Governing Law; Consent to Forum and Waivers by Grantors. Sections 14.14, 14.15 and 14.16 of the Term Loan Agreement are incorporated herein by reference, mutatis mutandis.

[Signature page follows]

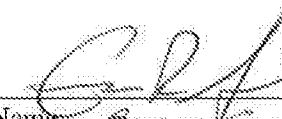
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

**GRANTORS:**

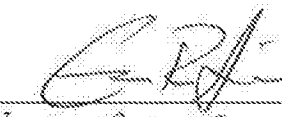
P & L DEVELOPMENT, LLC

By:   
Name: Evan Singer  
Title: PRESIDENT

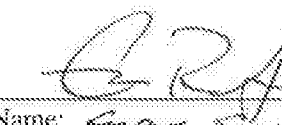
P & L DEVELOPMENT HOLDINGS, LLC

By:   
Name: Evan Singer  
Title: PRESIDENT

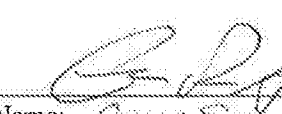
AARON HOLDING, LLC

By:   
Name: Evan Singer  
Title: PRESIDENT


AARON INDUSTRIES, LLC

By:   
Name: Evan Singer  
Title: PRESIDENT

PLDHC ACQUISITIONS, LLC

By:   
Name: Evan Singer  
Title: PRESIDENT

HEALTH CHEM ACQUISITIONS, LLC

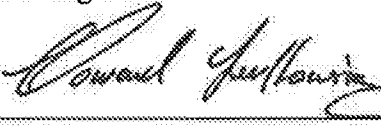
By:   
Name: Evan Singer  
Title: PRESIDENT

AGREED AND ACCEPTED:

GRANTEE:

OBSIDIAN AGENCY SERVICES, INC.,  
as Collateral Agent

By: \_\_\_\_\_



Name:

Title:

Howard M. Levkowitz

Authorized Signatory

## **SCHEDULE 1**

### **Trademarks and Trademark Applications**

<b>Mark</b>	<b>Country</b>	<b>Owner</b>	<b>Federal Registration No.</b>	<b>Registration Date</b>
Our Special Value	USA	P & L Development, LLC	2158098	05/19/1998
PLD	USA	P & L Development, LLC	4239573	02/27/12
PLDEVELOPMENTS	USA	P & L Development, LLC	4215781	02/27/12
Put our quality and trust behind your brand	USA	P & L Development, LLC	4215779	02/27/2012
PLDEVELOPMENTS (design)	USA	P & L Development, LLC	4215780	01/27/2012
READYINCASE	USA	P & L Development, LLC	4547768	06/10/2014
READY IN CASE	USA	P & L Development, LLC	4547767	06/10/2014
HEARTBURN RELIEF 24	USA	P & L Development, LLC	4626399	10/21/2014
PUT OUR QUALITY AND SERVICE BEHIND YOUR BRAND	USA	P & L Development, LLC	4456896	12/31/2013
READY INCASE	USA	P & L Development, LLC	4742171	05/26/2015
ISO-BLU	USA	Aaron Industries, LLC	2044940	03/17/97
Aaron Brands Laboratory Tested Quality Guaranteed (Logo)	USA	Aaron Industries, LLC	1762389	04/06/93
AH Aaronhealth Kids (Logo)	USA	Aaron Industries, LLC	4265632	12/25/12
AH Aaronhealth (Logo)	USA	Aaron Industries, LLC	4265631	12/25/12

## **SCHEDULE 2**

### **Patents and Patent Applications**

<b>Owner</b>	<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
PLDHC Acquisitions, LLC	Noninvasive Transdermal Systems For Detecting An Analyte In A Biological Fluid And Methods	09/266,346	03/11/1999	7,577,469	08/18/2009

**SCHEDULE 3**

**Copyrights and Copyright Applications**

NONE.

## EXHIBIT 1

### SPECIAL POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS**, that each of P & L DEVELOPMENT, LLC ("**P&L**"), P & L DEVELOPMENT HOLDINGS, LLC ("**Holdings**"), AARON HOLDING, LLC ("**Aaron Holding**") AARON INDUSTRIES, LLC ("**Aaron Industries**"), PLDHC ACQUISITIONS, LLC ("**PLDHC**") and HEALTH CHEM ACQUISITIONS, LLC ("**Health-Chem**" and together with P&L, Holdings, Aaron Holding, Aaron Industries and PLDHC, each individually, a "**Grantor**" and collectively, the "**Grantors**"), hereby appoints and constitutes OBSIDIAN AGENCY SERVICES, INC., in its capacity as collateral agent for the Lenders ("**Grantee**"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on its behalf following the occurrence and during the continuation of an Event of Default, as such term is defined in the Term Loan and Security Agreement, dated of even date herewith, among Grantors, Cortland Capital Market Services LLC, in its capacity as administrative agent for the Lenders, and the financial institutions and other entities party thereto (the "**Lenders**") and Grantee (the "**Term Loan Agreement**"):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Grantee, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of each Grantor in and to any IP Collateral (as defined in the IP Security Agreement), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Grantee, in its discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to that certain Intellectual Property Security Agreement, dated of even date herewith, among Grantors and Grantee (the "**IP Security Agreement**"), and may not be revoked until Full Payment of the Obligations, as such terms are defined in the Term Loan Agreement.

Dated as of May 18, 2017.

[Signature Page Follows]

**IN WITNESS WHEREOF**, each Grantor has caused this Special Power of Attorney to be duly executed and delivered by its duly authorized officer as of the date first above written.

**GRANTORS:**

P & L DEVELOPMENT, LLC

By: \_\_\_\_\_

Name:

Title:

P & L DEVELOPMENT HOLDINGS, LLC

By: \_\_\_\_\_

Name:

Title:

AARON HOLDING, LLC

By: \_\_\_\_\_

Name:

Title:

AARON INDUSTRIES, LLC

By: \_\_\_\_\_

Name:

Title:

PLDHC ACQUISITIONS, LLC

By: \_\_\_\_\_

Name:

Title:

[Special Power of Attorney]

**TRADEMARK**

**REEL: 006062 FRAME: 0977**

HEALTH CHEM ACQUISITIONS, LLC

By: \_\_\_\_\_

Name:

Title:

[IP Security Agreement]

**TRADEMARK**

**RECORDED: 05/18/2017**

**REEL: 006062 FRAME: 0978**