

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM436449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wiesman Holdings, LLC dba HR Pharmaceuticals, Inc.		07/05/2017	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	First National Bank of Pennsylvania		
Street Address:	1 FNB Boulevard		
City:	Hermitage		
State/Country:	PENNSYLVANIA		
Postal Code:	16148		
Entity Type:	National Banking Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87350529	ACCLIMATE	
Serial Number:	87402734	FLEXPAC	
Serial Number:	87317859	SAFEWRAP	
CORRESPONDENCE DATA			
Fax Number:	7172999529		
<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:	717-299-1100		
Email:	adh@blakingerthomas.com		
Correspondent Name:	Aaron D Hollis Esq		
Address Line 1:	28 Penn Square		
Address Line 4:	Lancaster, PENNSYLVANIA 17603		
NAME OF SUBMITTER:	Aaron D Hollis		
SIGNATURE:	/Aaron D Hollis/		
DATE SIGNED:	07/25/2017		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into this 5th day of July, 2017, between **WIESMAN HOLDINGS, LLC dba HR PHARMACEUTICALS, INC.** a Pennsylvania limited liability company with an address of 5470 Mt. Pisgah Road, York, PA 17406 (the "Assignor"), and **FIRST NATIONAL BANK OF PENNSYLVANIA**, a national banking institution with an address of 1 FNB Boulevard, Hermitage, PA 16148 (the "Assignee").

BACKGROUND

A. In order to induce the Assignee to renew and amend a certain line of credit facility available to HR Pharma Partnership, LLC, HR Pharmaceuticals, Inc. and Wiesman Capital & Co., LLC pursuant to a Loan Agreement dated October 31, 2011 (as modified, amended, supplemented, and restated from time to time, the "Loan Agreement") and to secure its obligations with respect to such credit facilities, the Assignor desires to assign to the Assignee and grant to the Assignee a lien upon and security interest in all of its trademarks, service marks, tradenames, and the goodwill associated therewith.

B. Such assignment, lien, and security interest shall be effected pursuant to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, it is hereby agreed as follows:

1. Defined Terms. Any capitalized terms used in this Agreement which are not so defined, but which are defined in the Loan Agreement, shall have the meanings given to those terms in the Loan Agreement.

2. Assignment of Marks. To secure the complete and timely payment and satisfaction of all of the Obligations, the Assignor hereby grants, assigns and conveys to the Assignee a lien upon and security interest in all of Assignor's trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames, all of which are listed on Schedule A attached hereto (as the same may be modified and amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, but not limited to, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by Assignor corresponding thereto throughout the world (all of the foregoing are collectively referred to herein as the "Marks"), together with all Marks of Assignor which may be acquired, used or which may otherwise arise hereafter, which shall be deemed to be included in the "Marks" as used herein, as well as the goodwill of the business to which each of the Marks relates.

3. Representations and Warranties. The Assignor covenants, represents, and warrants that: (a) it is the sole and exclusive owner of the entire right, title and interest in each of

the Marks, free and clear of any liens, pledges, assignments, claims or other encumbrances, subject only to existing licenses (if any) described on Schedule A; (b) it has the unqualified right to enter into this Agreement and perform its terms; (c) the Marks are subsisting and have not been adjudged invalid or unenforceable; (d) to the best of Assignor's knowledge, each of the Marks is valid and enforceable; (e) no claim has been made that the use of any of the Marks does or may violate the rights of any third person; (f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Marks; and (g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in the manufacture of products and delivery of services sold or provided under the Marks. The Assignor shall, in any event, indemnify, defend and hold the Assignee harmless from and against all losses, damages, costs and expenses, including legal costs and counsel fees, incurred by Assignee as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that any of the Marks infringe any trademarks held by or other rights of third parties.

4. Right To Inspect. Without limiting the generality of any right which the Assignee may have under the Loan Agreement or related Loan Documents, the Assignor hereby grants to Assignee and its employees and agents the right to visit any plants and facilities where products sold or services provided under any of the Marks are manufactured, inspected, stored, or provided, and to inspect and review the products and quality control records relating thereto at reasonable times. Assignor shall do any and all acts required by Assignee to ensure Assignor's compliance with Section 3(g) hereof.

5. Right to Benefits. If, before the Obligations shall have been irrevocably satisfied in full, the Assignor shall become entitled to the benefit of any trademark or service mark registration, or any renewal or affidavit of any Mark, the provisions of Section 2 hereof shall immediately and automatically apply thereto.

6. Future Marks. The Assignor authorizes the Assignee to modify this Agreement by amending Schedule A to include any future trademarks, service marks or tradenames which are Marks under Sections 2 or 5 hereof. The security interest granted herein as to future Marks shall be valid and effective whether or not such Schedule A is amended. Nothing in this Agreement shall create an obligation on Assignee to amend such Schedule A.

7. Events of Default. The term "Event of Default", as used herein, shall mean: (a) any Event of Default under and as defined in the Loan Agreement; and (b) any violation by the Assignor of any representation, warranty or covenant contained in this Agreement and any modification or amendment hereof.

8. Assignor's Right to Use Marks. Unless and until an Event of Default shall occur, the Assignor shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business, but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof.

9. Assignee's Rights As Secured Party. If any Event of Default shall have occurred, the Assignee shall have, in addition to all other rights and remedies provided to it by

this Agreement and the Loan Agreement, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Marks may be located and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in Pennsylvania or elsewhere, the whole or from time to time any part of the Marks, the goodwill, and equipment associated therewith, or any interest which the Assignor has therein, and after deducting from the proceeds of such sale or other disposition of the Marks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to Assignor at least five (5) calendar days before the time of any intended public or private sale or other disposition of the Marks is to be made, which the Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of the Assignor, which right is hereby waived and released.

10. Power of Attorney. If any Event of Default shall have occurred, the Assignor hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Assignee to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for the Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks, the goodwill and equipment associated therewith, to any third person. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the term of this Agreement.

11. Termination. At such time as the Assignor shall completely and irrevocably satisfy all of the Obligations and the Assignee has no further duty or obligation to make credit facilities available to HR Pharmaceutical, LLC or HR Pharmaceutical, Inc., this Agreement shall terminate and the Assignee shall execute and deliver to the Assignor, at the cost and expense of the Assignor, all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Assignor the full unencumbered title to the Marks, and the goodwill associated therewith, subject to any disposition thereof which may have been made by the Assignee pursuant hereto.

12. Fees and Expenses of Assignee. If an Event of Default shall have occurred, any and all fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses, incurred by the Assignee in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by the Assignor on demand by the Assignee, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate.

13. Protection of Marks. Assignee shall take all actions reasonably necessary to protect and defend the Marks and shall institute such proceedings to enforce the Marks as it, in its reasonable business judgment, deems appropriate. If an Event of Default shall have occurred, the Assignee shall have the right, but shall in no way be obligated to, bring suit in its own name to enforce the Marks, in which event the Assignor shall, at the request of the Assignee, do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in the exercise of its rights under this Section 13.

14. No Waiver. No course of dealing between the Assignor and the Assignee nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. Manufacture and Sale. The parties understand and agree that the collateral security assignment of the Marks as provided for in this Agreement, together with other collateral provided to the Assignee pursuant to the Loan Agreement and the other Loan Documents, will permit the Assignee, upon the occurrence of an Event of Default as provided herein, to make use of all rights to the Marks, the goodwill associated therewith and certain equipment and machinery as set forth in the Loan Documents, all of which will permit the Assignee to manufacture and sell the products for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by Assignor.

17. Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6 hereof.

18. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

19. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (but not the law or principles of conflict of laws) of the Commonwealth of Pennsylvania.

20. Recording Permitted. This Agreement, or any financing statements or security documents authorized or delivered pursuant hereto, or a memorandum or outline hereof or thereof, may be recorded in and/or registered with the United States Patent and Trademark Office and with any state or local agencies or offices that Assignee deems appropriate.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement as of the day and year first above written.

"ASSIGNOR"

WIESMAN HOLDINGS, LLC
Dba HR Pharmaceuticals, Inc.

By: 

Jon P. Wiesman, Member

By: 

Colby P. Wiesman, Member

"ASSIGNEE"

FIRST NATIONAL BANK OF PENNSYLVANIA

By: 

Donald H. McCarty, Senior Vice President

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SCHEDULE A

Trademark/ Service Mark Trade Name ¹	Registration No. or Serial No. if an Application is Pending	Country	Registration Date or Filing Date if an Application is Pending
Acclimate	87350529	US	February 27, 2017
Flexpac	87402734	US	April 7, 2017
Safewrap	87317859	US	January 30, 2017

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On this 5th day of July, 2017, before me, the undersigned officer, personally appeared JON P. WIESMAN, who acknowledged himself to be a member of WIESMAN HOLDINGS, LLC dba HR PHARMACEUTICALS, INC., a Pennsylvania limited liability company, and that he as such member being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such member.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.




Notary Public

My Commission Expires:

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On this 5th day of July, 2017, before me, the undersigned officer, personally appeared COLBY P. WIESMAN, who acknowledged himself to be a member of WIESMAN HOLDINGS, LLC dba HR PHARMACEUTICALS, INC., a Pennsylvania limited liability company, and that he as such member being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such member.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ~~YORK~~ LANCASTER)

SS:

On this 5th day of July, 2017, before me, the undersigned officer, personally appeared Donald H. McCarty, who acknowledged himself to be an Senior Vice President of FIRST NATIONAL BANK OF PENNSYLVANIA, and that he as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Bank by himself as such Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

My Commission Expires:

