

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABD GROUP INC.		10/27/2017	Corporation: DELAWARE
APOTHECARY BY DESIGN ACQUISITION CO., LLC		10/27/2017	Limited Liability Company: DELAWARE
HEALY PHARMACY, LLC		10/27/2017	Limited Liability Company: DELAWARE
VILLAGE FERTILITY PHARMACY, LLC		10/27/2017	Limited Liability Company: DELAWARE
SPECIAL CARE, LLC		10/27/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87290212	ABD	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1899		

CH \$40.00 87290212

NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	11/13/2017
Total Attachments: 7 source=IPSA signed#page1.tif source=IPSA signed#page2.tif source=IPSA signed#page3.tif source=IPSA signed#page4.tif source=IPSA signed#page5.tif source=IPSA signed#page6.tif source=IPSA signed#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 27, 2017, by and among COMERICA BANK ("Bank"), ABD GROUP INC., a Delaware corporation ("ABD"), APOTHECARY BY DESIGN ACQUISITION CO., LLC, a Delaware limited liability company ("Acquisition"), HEALY PHARMACY, LLC, a Delaware limited liability company dba Apothecary By Design-Chicago and ABD-Chicago ("Healy"), VILLAGE FERTILITY PHARMACY, LLC, a Delaware limited liability company ("Village") and SPECIAL CARE, LLC, a Delaware limited liability company ("Special"); (ABD, Acquisition, Healy, Village and Special are each a "Grantor" and collectively, the "Grantors"; each reference to "Grantor" or "Grantors" in this Agreement and the Loan Documents shall mean and refer to each Grantor, individually, and/or to all the Grantors, collectively and in the aggregate, as determined by Bank as the context may require).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Bank a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of Grantors' right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, but excluding the Excluded Property .

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Remainder of page left intentionally blank. Signature page follows.]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

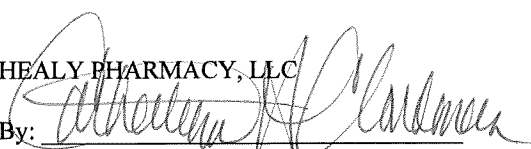
ABD GROUP INC.

By: 
Name: Catherine H. Cloudman
Title: VP Taxation

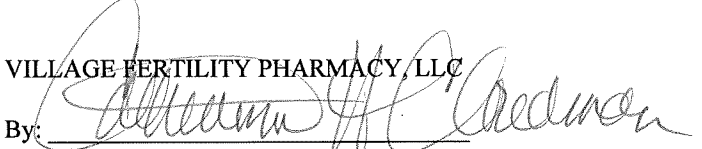
APOTHECARY BY DESIGN ACQUISITION CO.,
LLC

By: 
Name: Catherine H. Cloudman
Title: CFO

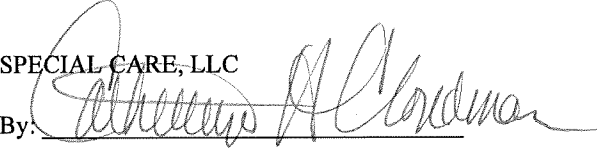
HEALY PHARMACY, LLC

By: 
Name: Catherine H. Cloudman
Title: CFO

VILLAGE FERTILITY PHARMACY, LLC

By: 
Name: Catherine H. Cloudman
Title: CFO

SPECIAL CARE, LLC

By: 
Name: Catherine H. Cloudman
Title: CFO

Address of Grantors:

c/o ABD GROUP INC.

126 East 56th St. 10th Fl.


New York, NY 10022

BANK:

COMERICA BANK

Address of Bank:

MC 7578

By: 
Name: Walter Weston
Title: VP

39200 Six Mile Road

Livonia, MI 48152

Attn: National Documentation Services

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
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None.

EXHIBIT C

Trademarks

Owner	Description	Registration/ Application Number	Registration/ Application Date
ABD	ABD	87/290,212	01/05/17