

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PURETEK CORPORATION		06/20/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	COLE TAYLOR BANK
Street Address:	9550 W. Higgins Road
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3054643	D-CARE
Registration Number:	3644917	TERRAVIVE
Registration Number:	2744735	PHARMAFLEX
Registration Number:	3388409	PURETEK
Registration Number:	2757407	THE SCIENCE OF NUTRITION
Registration Number:	2757408	THE SCIENCE OF WEIGHT MANAGEMENT
Registration Number:	3415855	BABY ESSENCE
Registration Number:	3396399	BODY ESSENCE ORGANICS
Registration Number:	3395360	BODY ESSENCE SMOOTHIE
Registration Number:	3054886	BREATH RELIEF
Registration Number:	3463707	CARDIOLINK
Registration Number:	3294679	DERMACIN
Registration Number:	3107805	DERMECTIN
Registration Number:	3564529	EUROPURE

OP \$440.00 3054643

Registration Number:	3437642	POSITIVE RESULTS
Registration Number:	3095664	MEITÉ
Registration Number:	4320647	GEN+RX

CORRESPONDENCE DATA

Fax Number: 7043738839

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 704-373-8065

Email: rluкас@mсguirewoods.com

Correspondent Name: Gina M. Lucas, Paralegal

Address Line 1: 201 N. Tryon Street, Suite 3000

Address Line 2: c/o McGuireWoods LLP

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Gina M. Lucas
Signature:	gina/m/lucas
Date:	07/02/2013

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, PURETEK CORPORATION, a California corporation (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, COLE TAYLOR BANK, an Illinois banking corporation (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of June 20, 2013, between the Grantor and the Grantee (as amended from time to time, the “**Credit Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, (ii) the patents and patent applications (the “**Patents**”) set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interests In Trademarks and Patents are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

If Grantor shall obtain rights to any new Marks, licenses for Marks or Patents, this Grant of Security Interests in Trademarks and Patents shall automatically apply thereto. Grantor shall give prompt notice in writing to Grantee with respect to any such new Marks, trademark licenses or Patents. Grantor hereby authorizes Grantee unilaterally to modify this Grant of Security Interests in Trademarks and Patents by amending Schedule A or Schedule B, as

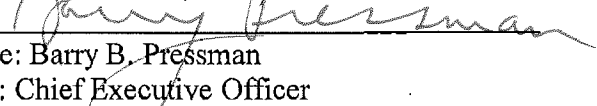
applicable, to include any such new registered Marks, trademark licenses or Patents of Grantor. Notwithstanding the foregoing, no failure to so modify this Grant of Security Interests in Trademarks and Patents or amend Schedule A or Schedule B shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Marks and Patents, whether or not listed on Schedule A or Schedule B.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

PURETEK CORPORATION,
a California corporation

By: 
Name: Barry B. Pressman
Title: Chief Executive Officer

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

PURETEK CORPORATION,
a California corporation

By: _____

Name: Barry B. Pressman

Title: Chief Executive Officer

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By:  _____

Name: David Enghauser

Title: Senior Vice President

Schedule A - Trademarks

	Trademark Name	Reg. No.	Date Filed	Date Registered	Expiration Date
1	D-Care	3,054,643	9/12/1996	1/31/2006	1/31/2016
2	TERRA	3,644,917	3/1/2007	6/23/2009	6/23/2019
3	PHARMAFLEX	2,744,735	8/1/2001	7/29/2003	7/29/2013
4	PURETEK	3,388,409	2/14/1992	2/26/2008	2/26/2018
5	THE SCIENCE OF NUTRITION	2,757,407	8/24/2001	8/26/2003	8/26/2013
6	THE SCIENCE OF WEIGHT MANAGEMENT	2,757,408	12/4/2001	8/26/2003	8/26/2013
7	BABY ESSENCE	3,415,855	1/5/2007	4/22/2008	4/22/2018
8	BODY ESSENCE	3,396,399	7/13/2006	3/11/2008	3/11/2018
9	BODY ESSENCE SMOOTHIE	3,395,360	9/18/2006	3/1/2008	3/11/2018
10	BREATH RELIEF	3,054,886	2/8/2005	1/31/2006	1/31/2016
11	CARDIO	3,463,707	6/19/2007	7/8/2008	7/8/2018
12	DERM	3,294,679	8/9/2004	9/18/2007	9/18/2017
13	DERME	3,107,805	6/2/2004	6/20/2006	6/20/2016
14	EUROP	3,564,529	6/16/2008	1/20/2009	1/20/2019
15	POSITIVE RESULTS	3,437,642	12/21/2004	5/27/2008	5/27/2018
16	MEITE'	3,095,664	6/16/2005	5/23/2006	5/23/2016
17	GENRX	4,320,647	8/14/2012	4/16/2013	4/16/2023

Schedule B – Patents

None.