

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301885

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GHD PROFESSIONAL, NORTH AMERICA, INC., as Grantor		04/16/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A., LONDON BRANCH, as Security Agent		
<b>Street Address:</b>	25 CANADA SQUARE, CANARY WHARF		
<b>City:</b>	LONDON		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	E14 5LP		
<b>Entity Type:</b>	Association: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3277677	THERMODYNAMICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	301-638-0511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		
<b>ATTORNEY DOCKET NUMBER:</b>	CRS1-39384		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>SIGNATURE:</b>	/pja/		
<b>DATE SIGNED:</b>	04/16/2014		
<b>Total Attachments: 4</b>			
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OP \$40.00 3277677



**Grant of Security Interest  
in United States Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, GHD PROFESSIONAL, NORTH AMERICA, INC., a California corporation (the "Grantor"), having its chief executive office at 310 N. Westlake Blvd., Suite #140, Westlake Village, CA 91362, hereby grants to Citibank, N.A., London Branch, as Security Agent (the "Grantee"), with offices at Agency & Trust, Citigroup Centre, 25 Canada Square, Canary Wharf, London, E14 5LB, a security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule A hereto;

(ii) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, including any Trademark listed on Schedule A hereto, or under any Trademark licensed under any Trademark License, including any such License listed on Schedule A hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS GRANT dated as of April 16, 2014 is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of April 16, 2014, as amended, modified or supplemented from time to time (the "Security Agreement").

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security 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 Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

GHD PROFESSIONAL,  
NORTH AMERICA, INC., as Grantor,

By: Michael Doyle  
Name: Mike Doyle  
Title: Vice President

CITIBANK N.A., LONDON BRANCH,  
AS SECURITY AGENT, as Security  
Agent, as Grantee,

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

GHD PROFESSIONAL,  
NORTH AMERICA, INC., as Grantor,

By: \_\_\_\_\_  
Name: Mike Doyle  
Title: Vice President

CITIBANK, N.A., LONDON BRANCH, as  
Security Agent, as Grantee,

By: \_\_\_\_\_  
Name:  
Title: Nick Hoiles  
Vice President

**TRADEMARKS**

International Registration No.	U.S. Serial No.	U.S. Registration No.	Country	Issue Date	Mark
0878093	78774701	3277677	International	01/23/2006	Thermodynamics

**TRADEMARK APPLICATIONS**

None

**TRADEMARK LICENSES**

None