

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM333773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hygenic Intangible Property Holding Co.		02/27/2015	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Agent		
Street Address:	245 Park Avenue, 44th Floor		
Internal Address:	c/o Ares Management		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 56			
Property Type	Number	Word Mark	
Registration Number:	4334349	BIOFREEZE COLD THERAPY PAIN RELIEF	
Registration Number:	4334350	BIOFREEZE COLD THERAPY PAIN RELIEF	
Registration Number:	4144181	PEDIGENIX	
Registration Number:	4511046	YOUR NATURAL CHOICE FOR PAIN RELIEF	
Registration Number:	4129342	STAY ACTIVE. STAY WELL.	
Registration Number:	4129343	ENGINEERED FOR WELLNESS.	
Registration Number:	3868607	THERA-BAND	
Registration Number:	3868608	THERA-BAND	
Registration Number:	3157008	PAIN MANAGEMENT WITH THE MASTERS	
Registration Number:	3019509	PERFORMANCE HEALTH	
Registration Number:	3022797	PERFORMANCE HEALTH	
Registration Number:	3069817	HYGENIC	
Registration Number:	3139538	LEARN MORE, HEAL MORE, ACHIEVE MORE	
Registration Number:	3360134	CRYOSPRAY	
Registration Number:	2972007	FIRST STEP TO ACTIVE HEALTH	
Registration Number:	2928215	FIRST STEP TO ACTIVE HEALTH	
Registration Number:	2867621	PROSSAGE	
Registration Number:	3104322	SPASSAGE	
TRADEMARK			

CH \$1415.00 4334349

Property Type	Number	Word Mark
Registration Number:	2814611	THE PAIN STOPS HERE!
Registration Number:	2595961	DYNAFREEZE
Registration Number:	2599090	SDS
Registration Number:	3024914	THERA-BAND
Registration Number:	2467659	THERA-BAND
Registration Number:	2550917	FLEXBAR
Registration Number:	4455492	HYPERFORM
Registration Number:	2364354	AQUAFINS
Registration Number:	2318703	PAIN RELIEF THAT WORKS
Registration Number:	2295811	THERA-BAND
Registration Number:	2308554	HYSYNAL
Registration Number:	2262494	H HYGENIC
Registration Number:	2127009	PERFORM
Registration Number:	2120982	H HYGENIC
Registration Number:	2234542	STOPS PAIN COLD
Registration Number:	2001198	CRYOTHERAPY "THE COLD METHOD"
Registration Number:	2001199	THE COLD METHOD
Registration Number:	2144993	HYTONE
Registration Number:	4441233	HYTONE
Registration Number:	1966739	H HYGENIC
Registration Number:	2037966	
Registration Number:	2037964	
Registration Number:	2037965	
Registration Number:	1895004	THERA-BAND
Registration Number:	1774041	BIOFREEZE
Registration Number:	1541408	
Registration Number:	1542392	THERA-BAND
Registration Number:	1379345	DYNA-BAND
Registration Number:	1380599	H HYGENIC
Registration Number:	1269061	H HYGENIC
Registration Number:	1241177	H HYGENIC
Registration Number:	1063239	THERA-BAND
Registration Number:	1011451	PARABATH
Registration Number:	4429990	BIOFREEZE 360°
Registration Number:	4670276	THERABAND
Serial Number:	86275271	THERABAND
Serial Number:	85724840	PEDIGENIX
Serial Number:	85578492	THERA-BAND FIRST STEP TO FOOT RELIEF

CORRESPONDENCE DATA**Fax Number:** 3125774565

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: 312-577-8265**Email:** kristin.brozovic@kattenlaw.com**Correspondent Name:** Kristin Brozovic c/o Katten**Address Line 1:** 525 W Monroe Street**Address Line 4:** Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337285-38
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	03/02/2015

Total Attachments: 7

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE AGENT PURSUANT TO OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THIS TRADEMARK SECURITY AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 27, 2015 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN GCI CAPITAL MARKETS LLC, AS THE FIRST LIEN AGENT AND ARES CAPITAL CORPORATION, AS THE SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

February 27, 2015

WHEREAS, Hygenic Intangible Property Holding Co., a Nevada corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Second Lien Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor and/or one of Grantor's affiliates, as Borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Ares Capital Corporation, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Second Lien Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of 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 "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

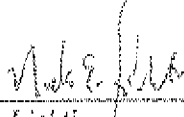
The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**HYGENIC INTANGIBLE PROPERTY HOLDING
CO.**

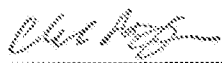
By: _____


Name: Niels Lichti

Title: Chief Financial Officer

ACKNOWLEDGED:

ARES CAPITAL CORPORATION, as Agent

By: 
Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Country
Hygenic Intangible Property Holding Co.	85727287	4334349	12-Sep-2012	14-May-2013	US
Hygenic Intangible Property Holding Co.	85727291	4334350	12-Sep-2012	14-May-2013	US
Hygenic Intangible Property Holding Co.	85324895	4144181	19-May-2011	15-May-2012	US
Hygenic Intangible Property Holding Co.	85183446	4511046	23-Nov-2010	8-Apr-2014	US
Hygenic Intangible Property Holding Co.	85122114	4129342	02-Sep-2010	17-April-2012	US
Hygenic Intangible Property Holding Co.	85122116	4129343	02-Sep-2010	17-April-2012	US
Hygenic Intangible Property Holding Co.	77872317	3868607	13-Nov-2009	26-Oct-2010	US
Hygenic Intangible Property Holding Co.	77872319	3868608	13-Nov-2009	26-Oct-2010	US
Hygenic Intangible Property Holding Co.	78642148	3157008	02-Jun-2005	17-Oct-2006	US
Hygenic Intangible Property Holding Co.	76623696	3019509	08-Dec-2004	29-Nov-2005	US
Hygenic Intangible Property Holding Co.	76623861	3022797	08-Dec-2004	06-Dec-2005	US
Hygenic Intangible Property Holding Co.	76608566	3069817	20-Aug-2004	21-Mar-2006	US
Hygenic Intangible Property Holding Co.	76585706	3139538	07-Apr-2004	05-Sep-2006	US
Hygenic Intangible Property Holding Co.	76558292	3360134	27-Oct-2003	25-Dec-2007	US
Hygenic Intangible Property Holding Co.	76526299	2972007	27-Jun-2003	19-Jul-2005	US
Hygenic Intangible Property Holding Co.	76526336	2928215	27-Jun-2003	22-Feb-2005	US
Hygenic Intangible Property Holding Co.	76512655	2867621	08-May-2003	27-Jul-2004	US

Hygenic Intangible Property Holding Co.	76475898	3104322	17-Dec-2002	13-Jun-2006	US
Hygenic Intangible Property Holding Co.	76456169	2814611	07-Oct-2002	17-Feb-2004	US
Hygenic Intangible Property Holding Co.	76279787	2595961	03-Jul-2001	16-Jul-2002	US
Hygenic Intangible Property Holding Co.	76152300	2599090	23-Oct-2000	23-Jul-2002	US
Hygenic Intangible Property Holding Co.	76045653	3024914	11-May-2000	13-Dec-2005	US
Hygenic Intangible Property Holding Co.	76043561	2467659	08-May-2000	10-Jul-2001	US
Hygenic Intangible Property Holding Co.	75942466	2550917	13-Mar-2000	19-Mar-2002	US
Hygenic Intangible Property Holding Co.	85414871	4455492	4-Sep-2011	24-Dec-2013	US
Hygenic Intangible Property Holding Co.	75712381	2364354	24-May-1999	04-Jul-2000	US
Hygenic Intangible Property Holding Co.	75597429	2318703	1-Dec-1998	15-Feb-2000	US
Hygenic Intangible Property Holding Co.	75556542	2295811	18-Sep-1998	30-Nov-1999	US
Hygenic Intangible Property Holding Co.	75463681	2308554	7-Apr-1998	18-Jan-2000	US
Hygenic Intangible Property Holding Co.	75419864	2262494	20-Jan-1998	20-Jul-1999	US
Hygenic Intangible Property Holding Co.	75196235	2127009	12-Nov-1996	06-Jan-1998	US
Hygenic Intangible Property Holding Co.	75109559	2120982	22-May-1996	16-Dec-1997	US
Hygenic Intangible Property Holding Co.	75009632	2234542	06-Oct-1995	23-Mar-1999	US
Hygenic Intangible Property Holding Co.	74721223	2001198	28-Aug-1995	17-Sep-1996	US
Hygenic Intangible Property Holding Co.	74721224	2001199	28-Aug-1995	17-Sep-1996	US
Hygenic Intangible Property Holding Co.	74714927	2144993	14-Aug-1995	17-Mar-1998	US
Hygenic Intangible Property Holding Co.	85718536	4441233	31-Aug-2012	26-Nov-2013	US
Hygenic Intangible Property Holding Co.	74660426	1966739	13-Apr-1995	09-Apr-1996	US

Hygenic Intangible Property Holding Co.	74591577	2037966	27-Oct-1994	11-Feb-1997	US
Hygenic Intangible Property Holding Co.	74591343	2037964	27-Oct-1994	11-Feb-1997	US
Hygenic Intangible Property Holding Co.	74591344	2037965	27-Oct-1994	11-Feb-1997	US
Hygenic Intangible Property Holding Co.	74493865	1895004	24-Feb-1994	23-May-1995	US
Hygenic Intangible Property Holding Co.	74316856	1774041	24-Sep-1992	01-Jun-1993	US
Hygenic Intangible Property Holding Co.	73760623	1541408	31-Oct-1988	30-May-1989	US
Hygenic Intangible Property Holding Co.	73760624	1542392	31-Oct-1988	06-Jun-1989	US
Hygenic Intangible Property Holding Co.	73548554	1379345	17-Jul-1985	21-Jan-1986	US
Hygenic Intangible Property Holding Co.	73548499	1380599	17-Jul-1985	28-Jan-1986	US
Hygenic Intangible Property Holding Co.	73404347	1269061	01-Dec-1982	06-Mar-1984	US
Hygenic Intangible Property Holding Co.	73348731	1241177	04-Feb-1982	07-Jun-1983	US
Hygenic Intangible Property Holding Co.	73100524	1063239	20-Sep-1976	12-Apr-1977	US
Hygenic Intangible Property Holding Co.	73013181	1011451	11-Feb-1974	27-May-1975	US
Hygenic Intangible Property Holding Co.	85807773	4429990	20-Dec-2012	5-Nov-2013	US
Hygenic Intangible Property Holding Co.	86249317	4670276	11-Apr-2014	13-Jan-2015	US

TRADEMARK APPLICATIONS

Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Country
Hygenic Intangible Property Holding Co.	86275271	N/A	8-May-2014	N/A	US
Hygenic Intangible Property Holding Co.	85724840	N/A	10-Sep-2012	N/A	US
Hygenic Intangible Property Holding Co.	85578492	N/A	23-Mar-2012	N/A	US