TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422216

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900400394

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Foundation Consumer Healthcare, LLC		03/30/2017	Limited Liability Company: DELAWARE
Theravent, Inc.		03/30/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent
Street Address:	191 North Wacker Drive, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4506970	ST. JOSEPH
Registration Number:	4502764	ST. JOSEPH
Registration Number:	3836842	LET'S GO FOR 81
Registration Number:	3668752	CAMPHO-PHENIQUE
Registration Number:	1795568	SJ
Registration Number:	1251488	CAMPHO-PHENIQUE
Registration Number:	0788673	BRONKAID
Registration Number:	0436204	ST. JOSEPH
Registration Number:	0406720	NEO-SYNEPHRINE
Registration Number:	4393523	THERAVENT
Serial Number:	87272905	FOR EVERY BREATH
Serial Number:	86526472	NO ONE KNOWS NOSES LIKE NEO-SYNEPHRINE

CORRESPONDENCE DATA

Fax Number: 3129021061

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:	3125778518
Email:	rebecca.dyson@kattenlaw.com
Correspondent Name:	Rebecca Dyson c/o Katten Muchin Rosenman
Address Line 1:	525 West Monroe Street
Address Line 4:	Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	342663-177
NAME OF SUBMITTER:	Rebecca Dyson
SIGNATURE:	/rebecca dyson/
DATE SIGNED:	04/03/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of March, 2017, by Foundation Consumer Healthcare, LLC, a Delaware limited liability company ("FCH") and Theravent, Inc., a Delaware corporation ("Theravent"; Theravent and FCH each a "Grantor" and collectively "Grantors"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantors, one or more of their affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of March 30, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantors (or one or more affiliates thereof) by Grantee and the Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of March 30, 2017, among Grantors, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantors have granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantors' Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantors hereby grant to Grantee, for the benefit of Secured Parties, and hereby reaffirm their prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantors' entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

FOUNDATION CONSUMER HEALTHCARE, LLC

By: _____
Name: Alex Deegan
Title: Manager

THERAVENT, INC.

By: _____
Name: Alex Deegan
Title: Secretary

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: _____
Name: Andrea Tunick
Title: Director

SCHEDULE 1

Trademark Registrations

Name of Owner	Trademark	Registration #	Registration Date
Foundation Consumer Healthcare, LLC	St. Joseph	4506970	4/1/14
Foundation Consumer Healthcare, LLC	St. Joseph	4502764	3/25/14
Foundation Consumer Healthcare, LLC	Let's Go for 81	3836842	8/24/10
Foundation Consumer Healthcare, LLC	Campho-Phenique	3668752	8/18/09
Foundation Consumer Healthcare, LLC	SJ	1795568	9/28/93
Foundation Consumer Healthcare, LLC	Campho-Phenique	1251488	9/20/83
Foundation Consumer Healthcare, LLC	Bronkaid	0788673	4/27/65
Foundation Consumer Healthcare, LLC	St. Joseph	0436204	1/27/48
Foundation Consumer Healthcare, LLC	Neo-Synephrine	0406720	4/18/44
Theravent, Inc.	Theravent	4393523	8/27/13

Trademark Applications

Name of Owner	Trademark	Application #	Application Date
Foundation Consumer Healthcare, LLC	For Every Breath	87272905	12/19/16
Foundation Consumer Healthcare, LLC	No One Knows Noses like Neo-Synephrine	86526472	2/6/15

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

April 03, 2017

PTAS

REBECCA DYSON C/O KATTEN MUCHIN
ROSENMAN
525 WEST MONROE STREET
CHICAGO, IL 60661

900400394

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The document submitted has been non-recorded due to a customer request to stop processing this transaction.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Wednesday, May 3, 2017,** as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at http://etas.uspto.gov, click the Start Resubmission button and enter the following information:

Document ID: 900400394
Access Code: KDJMZY7IAQMY0TC

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

MICHELE CARTER
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION