

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2751413

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
APOTHECARY PRODUCTS, LLC	02/28/2014
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 70	
Property Type	Number
Patent Number:	7624890
Patent Number:	6000546
Patent Number:	6554136
Patent Number:	6575925
Patent Number:	6821079
Patent Number:	7021492
Patent Number:	7387207
Patent Number:	7494012
Patent Number:	7673778
Patent Number:	D418288
Patent Number:	D419237
Patent Number:	D419684
Patent Number:	D420140
Patent Number:	D420742
Patent Number:	D430392

Patent Number:	D457819
Patent Number:	D522742
Patent Number:	D524537
Patent Number:	D525777
Patent Number:	D526478
Patent Number:	D558603
Patent Number:	D590497
Patent Number:	D595147
Patent Number:	D596043
Patent Number:	8006845
Patent Number:	8459459
Patent Number:	7798330
Patent Number:	7942280
Patent Number:	6863066
Patent Number:	D684355
Patent Number:	8474674
Patent Number:	8430287
Patent Number:	D648628
Patent Number:	D657244
Patent Number:	D389639
Patent Number:	D695134
Patent Number:	D694906
Patent Number:	8590164
Patent Number:	D416196
Patent Number:	D415958
Patent Number:	D363211
Patent Number:	D362799
Patent Number:	D375383
Patent Number:	D379249
Patent Number:	D695633
Patent Number:	D696010
Patent Number:	D695512
Patent Number:	D696009
Patent Number:	D696008
Patent Number:	D696007

	12325548
Application Number:	13408545
Application Number:	13408602
Application Number:	13045161
Application Number:	13469659
Application Number:	14070181
Application Number:	29420703
Application Number:	29429052
Application Number:	29471441
Application Number:	29470075
Application Number:	29469155
Application Number:	13790303
Application Number:	29447502
Application Number:	29448004
Application Number:	13789977
Application Number:	29447993
Application Number:	29447880
Application Number:	29447876
Application Number:	29449068
Application Number:	29448643

CORRESPONDENCE DATA

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Correspondent Name: CAROLE DOBBINS C/O KATTEN MUCHIN
Address Line 1: 525 W. MONROE ST.
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00649
NAME OF SUBMITTER:	CAROLE DOBBINS
Signature:	/Carole Dobbins/
Date:	03/04/2014

Total Attachments: 7
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PATENT
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of February 28, 2014, is made by the undersigned ("**Grantor**"), in favor of General Electric Capital Corporation ("**GE Capital**"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 28, 2014 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among Apothecary Products, LLC, a Delaware limited liability company ("**Borrower**"), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "**Guaranty and Security Agreement**"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

(i) Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

(ii) Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "**Patent Collateral**");

(a) all of its Patents and all IP Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(iii) Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(iv) Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

(v) Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

(vi) Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the New York.

[SIGNATURE PAGES FOLLOW]

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

APOTHECARY PRODUCTS, LLC
as Grantor

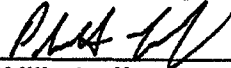
By: 

Name: Kathleen Alexander

Title: Controller and Secretary

ACCEPTED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By: 

Name: Phillip Croff

Title: Duly Authorized Signatory

Patent Security Agreement

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

Active U.S. Patents

US Patent No.	Title	Status	Filing Date	Issue Date
7,624,890	Multiple Compartment Container	Issued	2-Nov-07	1-Dec-09
6,000,546	Lockable Pill Container	Issued	1-Jul-98	14-Dec-99
6,554,136	Medication Organizer	Issued	31-Aug-01	29-Apr-03
6,575,925	Finger Splint	Issued	18-May-00	10-Jun-03
6,821,079	Pill and Capsule Counter	Issued	1-Mar-02	23-Nov-04
7,021,492	Pill and Capsule Counter and Dispenser	Issued	2-Sep-03	4-Apr-06
7,387,207	Detachable Pill Container	Issued	21-Oct-04	17-Jun-08
7,494,012	Lockable Pill Container	Issued	25-Feb-05	24-Feb-09
7,673,778	Tablet Cutter	Issued	14-Mar-05	9-Mar-10
D418,288	Pill Container and Organizer	Issued	28-Aug-98	4-Jan-00
D419,237	Octagonal Syringe Holder	Issued	20-Nov-98	18-Jan-00
D419,684	Tablet Cutter	Issued	22-Dec-98	25-Jan-00
D420,140	Tablet Cutter	Issued	22-Dec-98	1-Feb-00
D420,742	Tongue Cleaner	Issued	28-Aug-98	15-Feb-00
D430,392	Pill Container and Organizer	Issued	28-Aug-98	5-Sep-00
D457,819	Medication Container having Timer	Issued	30-Aug-01	28-May-02
D522,742	Four Week Pill Reminder	Issued	21-Oct-04	13-Jun-06
D524,537	Four Week Pill Reminder with Locking Lids	Issued	24-Feb-05	11-Jul-06
D525,777	Daily Pill Reminder	Issued	24-Feb-05	1-Aug-06
D526,478	Monthly Pill Container with Locking Lids	Issued	24-Feb-05	15-Aug-06
D558,603	Pill Packaging System	Issued	25-Feb-05	1-Jan-08
D590,497	Screw Cap Spoon with Attached Lid	Issued	10-Apr-07	14-Apr-09

US Patent No.	Title	Status	Filing Date	Issue Date
D595,147	Pill Crusher Bag with Side Pour Spout	Issued	10-Apr-07	30-Jun-09
D596,043	Pill Crusher Bag with Front Pour Spout	Issued	10-Apr-07	14-Jul-09
8,006,845	Lockable Pill Container and Methods	Issued	20-Aug-10	30-Aug-11
8,459,459	Lockable Pill Container and Methods	Issued	29-Aug-11	11-Jun-13
7,798,330	Lockable Pill Container and Methods	Issued	20-Aug-08	21-Sep-10
7,942,280	Push Tab Vial Assembly and Methods	Issued	5-Jun-08	17-May-11
6,863,066	Adjustable Nasal Dilator Filter	Issued	23-Jan-03	8-Mar-05
D684,355	Pill Box	Issued	11-May-12	18-Jun-13
8,474,674	Tablet Cutter	Issued	3-Feb-10	2-Jul-13
8,430,287	Tablet Cutter	Issued	26-Jul-10	30-Apr-13
D648,628	Lid for Vial Assembly	Issued	14-May-10	15-Nov-11
D657,244	Lid for Vial Assembly	Issued	18-Oct-11	10-Apr-12
D389,639	Insulin Carrying Case	Issued	30-Jan-97	27-Jan-98
D695,134	Blister Card for Pills	Issued	30-Jan-13	10-Dec-13
D694,906	Pill Fill Tray	Issued	30-Jan-13	3-Dec-13
8,590,164	Tablet Cutter with Slide Guide and Methods	Issued	13-Sep-10	26-Nov-13
D416,196	7 Day Syringe Organizer	Issued	20-Nov-98	9-Nov-99
D415,958	Pill Container and Organizer	Issued	20-Nov-98	2-Nov-99
D363,211	Clip for a Bottle and a Syringe	Issued	13-Mar-95	17-Oct-95
D362,799	Combined Bottle and Spoon	Issued	15-Nov-94	3-Oct-95
D375383	Combined Soap Product and Exfoliation Pad	Issued	9-Sep-94	5-Nov-96
D379249	Combined Soap and Exfoliation Pad with Hanging Cord	Issued	9-Sep-94	13-May-97
D695633	Card for Pills	Issued	30-Jan-13	17-Dec-13
D696010	Push Button Pill Container	Issued	15-Mar-13	24-Dec-13
D695512	Medicine Container	Issued	14-Mar-13	17-Dec-13
D696009	Medicine Container	Issued	14-Mar-13	24-Dec-13

US Patent No.	Title	Status	Filing Date	Issue Date
D696008	Medicine Container	Issued	14-Mar-13	24-Dec-13
D696007	Pill Container with Register	Issued	8-Mar-13	24-Dec-13

Active US Patent Applications

US Application/ Publication No.	Title	Status	Filing Date	Issue Date
12/325,548 (2009-0140513)	Prescription Containers and Labeling Method	Pending	1-Dec-08	
13/408,545 (2013-0220851)	Contact Lens Case with Removable Grippers and Methods	Pending	29-Feb-12	
13/408,602 (2013-0220840)	Contact Lens Case with Removable Tops and Methods	Pending	29-Feb-12	
13/045,161 (2011-0180540)	Push Tab Vial Assembly and Methods	Pending	10-Mar-11	
13/469,659 (2013-0299615)	Pill Crusher Assembly and Methods	Pending	11-May-12	
14/070181	Tablet Cutter with Slide Guide and Methods	Pending	1-Nov-13	
29/420703	Pill Crusher	Pending	11-May-12	
29/429052	Lid for Vial Assembly	Pending	7-Aug-12	
29/471441	Card for Pills	Pending	31-Oct-13	
29/470075	Blister Card for Pills	Pending	17-Oct-13	
29/469155	Pill Fill Tray	Pending	8-Oct-13	
13/790303	Push Button Pill Container with Register and Methods	Pending	8-Mar-13	
29/447502	Contact Lens Case	Pending	4-Mar-13	
29/448004	Push Button Pill Container with Register	Pending	8-Mar-13	
13/789977	Pill Containers with Registers and Methods	Pending	8-Mar-13	
29/447993	Push Button Pill Reminder with Register	Pending	8-Mar-13	
29/447880	Push Tab Vial Cover	Pending	7-Mar-13	
29/447876	Pill Container	Pending	7-Mar-13	
29/449068	Medicine Container	Pending	14-Mar-13	
29/448643	Vial	Pending	13-Mar-13	