

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Subordinate Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matrixx Initiatives, Inc.		06/27/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	H.I.G. Wonder Holdings, LLC		
Street Address:	1450 Brickell Ave.		
Internal Address:	31st Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3046748	BETTER WAYS TO GET BETTER	
Serial Number:	85487779	READY. AIM. RELIEF.	
Serial Number:	85035993	PREVENZA	
Serial Number:	85035994	DURACT	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-862-2000		
Email:	dgasiorowski@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	c/o Donna Gasiorowski, Sr. Legal Asst.		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	36052-173 DRG		

CH \$115.00 3046748

NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/Donna Gasiorowski/
Date:	06/29/2012
Total Attachments: 5 source=6-27-12 Matrixx - Grant of Security Interest in Trademark Rights (Matrixx Initiatives Inc)767#page1.tif source=6-27-12 Matrixx - Grant of Security Interest in Trademark Rights (Matrixx Initiatives Inc)767#page2.tif source=6-27-12 Matrixx - Grant of Security Interest in Trademark Rights (Matrixx Initiatives Inc)767#page3.tif source=6-27-12 Matrixx - Grant of Security Interest in Trademark Rights (Matrixx Initiatives Inc)767#page4.tif source=6-27-12 Matrixx - Grant of Security Interest in Trademark Rights (Matrixx Initiatives Inc)767#page5.tif	

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "*Agreement*"), effective as of June 27, 2012 is made by **MATRIX INITIATIVES, INC.**, a Delaware corporation, located at 4742 N 24th Street, Suite 455, Phoenix, AZ 85016 (the "*Grantor*"), in favor of **H.I.G. WONDER HOLDINGS, LLC**, a Delaware limited liability company ("*HIG*"), located at 1450 Brickell Ave., 31st Floor, Miami, FL 33131.

WITNESSETH:

WHEREAS, pursuant to the 13% Secured Subordinated Promissory Note, dated as of June 27, 2012 (as may be amended or otherwise modified from time to time, the "*Note*"), between Grantor and its Subsidiaries signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.14 of the Note (collectively and together with Grantor, the "*Note Parties*"), and HIG, HIG has agreed to make a loan to Grantor on the terms and conditions set forth in the Note; and

WHEREAS, to secure the payment, observance and performance of the Secured Obligations, each of the Note Parties has pledged and granted to HIG a security interest in the Collateral in which such Note Party now has or at any time in the future may acquire any right, title or interest, including the trademark registrations and applications set forth on Schedule A hereto; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce HIG to make certain financial accommodations to the Grantor pursuant to the Note, the Grantor agrees with HIG, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Note and used herein shall have the meanings given to them in the Note.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in all of the Grantor's right, title and interest in, to and under all of its U.S. and foreign trademark registrations and applications (excluding any applications filed on an intent-to-use basis) including, without limitation, those U.S. trademark registrations and applications listed on Schedule A hereto (collectively, the "*Trademark Collateral*"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to HIG in connection with the Note, and is expressly subject to the terms and conditions thereof. The Note (and all rights and remedies of HIG thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of HIG with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Note, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Note, the terms of the Note shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral granted to HIG herein shall be deemed released upon the complete payment and performance of the Secured Obligations (whether at the stated Maturity Date, by acceleration or otherwise). Upon the termination of this Agreement, HIG shall execute all documents, make all filings and take all other actions reasonably requested by the Grantor, at the Grantor's cost and expense, to evidence and record the release of the security interest in the Trademark Collateral granted herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MATRXX INITIATIVES, INC.,
a Delaware corporation,
as Grantor

By: 

Name: Samir Kamdar

Title: Chief Financial Officer and
Chief Operating Officer

[Signature Page to Trademark Security Agreement - Matrixx Initiatives, Inc.]

TRADEMARK
REEL: 004811 FRAME: 0231

H.I.G. WONDER HOLDINGS, LLC,
a Delaware limited liability company

By: 

Name: Richard H. Siegel

Title: Vice President and General Counsel

[Signature Page to Trademark Security Agreement - Matrixx Initiatives, Inc.]

TRADEMARK
REEL: 004811 FRAME: 0232

SCHEDULE A
U.S. Trademark Registrations and Applications

Country	Trademark	Application. No. Filing Date	Registration No. Registered
US	BETTER WAYS TO GET BETTER	78/211073 02/05/2003	3046748 01/17/2006

Country	Trademark	Application. No. Filing Date	Registration No. Registered
US	READY. AIM. RELIEF	85/487779 12/6/2011	
US	PREVENZA	85/035993 05/12/2010	
US	DURACT	85/035994 05/12/2010	