

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
H.J. Baker & Bro., Inc.		01/16/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	117 Plantation Road, 1st Floor
Internal Address:	MAC R4058-017
City:	Roanoke
State/Country:	VIRGINIA
Postal Code:	24019
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2414078	BAKERBRO.COM
Registration Number:	1733455	H.J. BAKER & BRO., INC.
Registration Number:	3337770	H.J. BAKER'S PRO PLUS
Registration Number:	3873622	METABOLYS
Registration Number:	4134981	METABOLYS
Registration Number:	4141903	METABOLYS
Registration Number:	4077494	METABOLYS
Registration Number:	4119365	NUTRI-PAK
Registration Number:	4189921	NUTRI-PAK
Registration Number:	3137784	PRO-LAK
Registration Number:	1743424	PRO LAK
Registration Number:	2558058	PRO-PAK
Registration Number:	4146685	PRO-PAK

CH \$390.00 2414078

Registration Number:	4190782	PRO-PLUS
Registration Number:	2984855	

CORRESPONDENCE DATA

Fax Number: 3128035299
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4102901
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	01/16/2013

Total Attachments: 6
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TRADEMARK COLLATERAL AGREEMENT

This 16th day of January, 2013, H. J. BAKER & BRO., INC., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 228 Saugatuck Avenue, Westport Connecticut 06880, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, with its mailing address at MAC R4058-017, 117 Plantation Road, 1st Floor, Roanoke, Virginia 24019, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;


to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

H.J. BAKER & BRO., INC.

By 
Name STUART ADENDORFF
Title EVP, CFO

Accepted and agreed to as of the date and year last above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By _____
Name _____
Title _____

[Signature Page to H.J. Baker Trademark Collateral Agreement]

TRADEMARK
REEL: 004944 FRAME: 0415


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

H. J. BAKER & BRO., INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By  _____
Name: James J. Trankle
Title: Vice President




[Signature Page to H. J. Baker & Bro., Inc. Trademark Collateral Agreement]


**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Mark	Mark Design	Country	Registration No.	Registration Date
BAKERBRO.COM		United States	2414078	19-Dec-00
H.J. BAKER & BRO., INC.		United States	1733455	17-Nov-92
H.J. BAKER'S PRO PLUS		United States	3337770	20-Nov-07
METABOLYS		United States	3873622	9-Nov-10
METABOLYS (Classes 5 and 31)		United States	4134981	1-May-12

METABOLYS & Design (Classes 5 and 31)		United States	4141903	15-May-12
METABOLYS & Design		United States	4077494	27-Dec-11
NUTRI-PAK (Class 5)		United States	4,119,365	27-Mar-12
NUTRI-PAK (Classes 5 and 31)		United States	4,189,921	14-Aug-12
PRO-LAK		United States	3137784	5-Sep-06
PRO-LAK & Design (Class 31)		United States	1743424	29-Dec-92
PRO-PAK		United States	2558058	9-Apr-02

<p>PRO-PAK (Classes 5 and 31)</p>		<p>United States</p>	<p>4,146,685</p>	<p>22-May-12</p>
<p>PRO-PLUS (Classes 5 and 31)</p>		<p>United States</p>	<p>4,190,782</p>	<p>14-Aug-12</p>
<p>Ship Design</p>		<p>United States</p>	<p>2984855</p>	<p>16-Aug-05</p>

PENDING FEDERAL TRADEMARK APPLICATIONS

None.