

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
Temptime Corporation		09/12/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Collateral Agent
Street Address:	245 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3986498	DEGMARKER
Registration Number:	3607624	EXTRA CHECK FOR FRESHNESS
Registration Number:	3455672	FREEZEMARKER
Registration Number:	3641319	FREEZEMARKER V V M
Registration Number:	1573033	FRESH-CHECK
Registration Number:	3126982	FRESH-CHECK
Registration Number:	3120796	FRESH-CHECK
Registration Number:	3064514	
Registration Number:	3072080	FRESHNESS YOU CAN SEE
Registration Number:	2064872	HEATMARKER
Registration Number:	3173645	HEATMARKER
Registration Number:	2816032	HEATMARKER V V M
Registration Number:	2940119	

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Registration Number:	3174949	RIPE-CHECK
Registration Number:	2846694	TEMPTIME
Registration Number:	2959531	TEMPTIME
Registration Number:	3574978	TH-F
Registration Number:	3655586	TRANSTRACKER
Registration Number:	1576107	FRESH-SCAN
Serial Number:	77885120	PROTECTING PATIENTS REDUCING RISK

**CORRESPONDENCE DATA**

Fax Number: 3125774688

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

**NAME OF SUBMITTER:**

Carole Dobbins

**Signature:**

/Carole Dobbins/

**Date:**

09/13/2013

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 12, 2013, is made by Temptime Corporation, a Delaware corporation (the "**Grantor**"), in favor of Ares Capital Corporation ("**ARCC**"), as collateral agent (in such capacity, together with its successors and permitted assigns in such capacity, the "**Collateral Agent**") for the Lenders and the other Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 12, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrowers, the Administrative Borrower, the other Credit Parties party thereto, the Lenders from time to time party thereto and ARCC, as Administrative Agent and Collateral Agent for the Lenders and the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Termination of Security Interest. On the Termination Date, the Trademark Collateral shall be released from the Lien and security interest created by this Trademark Security Agreement, and this Trademark Security Agreement shall terminate, all without delivery of any instrument or performance of any act by any Person.

Section 5. Grantor Remains Liable. The Grantor hereby agrees that, subject to the limitations set forth in the Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 6. Counterparts. This Trademark 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.

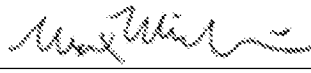
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

*[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]*

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

Very truly yours,

**TEMPTIME CORPORATION**, as Grantor


By: 

Name: Maxwell Mishkin

Title: Assistant Secretary

ACCEPTED AND AGREED  
as of the date first written above:

ARES CAPITAL CORPORATION,  
as Collateral Agent

By:   
Name: MARK AFFOLTER  
Title: AUTHORIZED SIGNATORY


Trademark Security Agreement






TRADEMARK  
REEL: 005111 FRAME: 0313

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT


Trademark Registrations

REGISTERED TRADEMARKS

Trademark	Country	Intl. Cl.	Appl. No.	Filing Dt.	Reg. No.	Reg. Dt.	Renewal Dt	Status	Current Owner/Name Change Status
DEGmarker	USA	9, 16	77/871,229	11/12/2009	3,986,498	6/28/2011	06/28/2021	Registered	Temptime Corp.
EXTRA CHECK FOR FRESHNESS	USA	9 & 16	78/681,931	07/29/2005	3,607,624	04/14//2009	04/14/2019	Registered	Temptime Corp.
FREEZEmarker	USA	9 & 16	78/907,132	06/13/2006	3,455,672	6/24/2008	06/24/2018	Registered	Temptime Corp.
FREEZEmarker VVM	USA	9 & 16	78/907,122	06/13/2006	3,641,319	06/16/2009	06/16/2019	Registered	Temptime Corp.
FRESH-CHECK	USA	9	73/767,316	12/08/1988	1,573,033	12/26/1989	12/26/2019	Registered	Temptime Corp.
FRESH-CHECK	USA	16	78/763,489	11/30/2005	3,126,982	08/08/2006	08/08/2016	Registered	Temptime Corp.
FRESH-CHECK & Design <i>Fresh-Check</i> 	USA	9 & 16	78/768,343	12/07/2005	3,120,796	07/25/2006	07/25/2016	Registered	Temptime Corp.


Trademark	Country	Intl. Cl.	Appl. No.	Filing Dt.	Reg. No.	Reg. Dt.	Renewal Dt	Status	Current Owner/Name Change Status
Fresh Check Eye (Design Only) 	USA	9	78/471,176	8/20/2004	3,064,514	02/28/2006	02/28/2016	Registered	Temptime Corp.
FRESHNESS YOU CAN SEE	USA	9	78/456,551	7/26/2004	3,072,080	03/21/2006	03/21/2016	Registered	Temptime Corp.
HEATmarker (Stylized) 	USA	9	75/090,076	3/8/1996	2,064,872	05/27/1997	05/27/2017	Registered	Temptime Corp.
HEATmarker (Stylized) 	USA	16	78/721,582	9/27/2005	3,173,645	11/21/2006	11/21/2016	Registered	Temptime Corp.
HEATmarker VVM & Design 	USA	9 & 16	76/227,112	3/19/2002	2,816,032	2/24/2004	2/24/2014	Registered	Temptime Corp.
PROTECTING PATIENTS REDUCING RISK & Design	USA	9 & 16	77/885,120	12/03/2009	2,940,119	05/15/2012	05/15/2022	Registered	Temptime Corp.
RIPE-CHECK	USA	9	78/458,980	07/29/2004	3,174,949	11/21/2006	11/21/2016	Registered	Temptime Corp.
Square in Circle Design 	USA	9	78/397,972	4/7/2004	2,940,119	04/12/2005	04/12/2015	Registered	Temptime Corp.



Trademark	Country	Intl. Cl.	Appl. No.	Filing Dt.	Reg. No.	Reg. Dt.	Renewal Dt	Status	Current Owner/Name Change Status
TEMPTIME	USA	9	78/180,242	10/30/2002	2,846,694	05/25/2004	05/25/2014	Registered	Temptime Corp.
TEMPTIME & Design 	USA	9 & 16	78/333,131	11/25/2003	2,959,531	06/07/2005	06/07/2015	Registered	Temptime Corp.
TH-F	USA	9 & 16	77/374,188	01/17/2008	3,574,978	2/17/2009	2/17/2019	Registered	Temptime Corp.
TransTracker	USA	9 & 16	77/443,160	04/08/2008	3,655,586	7/14/2009	7/14/2019	Registered	Temptime Corp.
FRESH-SCAN	USA	9	73/767317	12/27/88	1,576,107	1/9/90		Registered	Temptime Corp.

### TRADEMARK APPLICATIONS

CRYOmarker	USA	9	85/732,515	09/19/2012				Pending	Temptime Corp.
BloodTracker	USA	9	85/127,259	09/10/2010				Allowed	Temptime Corp.
HemoTracker	USA	9	85/129,229	9/14/2010				Allowed	Temptime Corp.
LIMITmarker	USA	9 & 16	85,559,128	3/03/2012				Allowed	Temptime Corp.

MedTracker	USA	9, 16, 35	85/040,312	5/17/2010				Allowed	Temptime Corp.
 MedTracker	USA	9 & 16	85/610,821	4/27/2012				Allowed	Temptime Corp.
Temptime MedTracker	USA	9, 16, 35	85/040,404	05/17/2010				Allowed	Temptime Corp.