

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademark		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HomeCare Labs, Inc.		12/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as agent		
Street Address:	677 Washington Blvd.		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Connecticut-based, capital markets focused arm of UBS AG, a Swiss financial services company regulated in the United States by the Federal Reserve: SWITZERLAND		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2155373	DRAIN WORKS	
Registration Number:	2031190	DRAIN WORKS	
Registration Number:	2184062	GREASED LIGHTNING	
Registration Number:	1418885	GREASED LIGHTNING	
Registration Number:	3467123	GREASED LIGHTNING	
Registration Number:	2895740	GREASED LIGHTNING ORANGE BLAST	
Registration Number:	2752586	GREASED LIGHTNING ORANGE BLAST	
Registration Number:	1402721	THE WORKS	
Registration Number:	1709665	THE WORKS	
Registration Number:	3744767	THE WORKS	
Registration Number:	3473663	THE WORKS, WORKS!	
Registration Number:	3598494	THE WORKS	
CORRESPONDENCE DATA			

Fax Number: 3125585700

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

Phone: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 4200

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	83507-61
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura L. Konrath/
Date:	01/14/2014

Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of December 31, 2013, by the entity listed on the signature pages hereof ("Grantor"), in favor of UBS AG, STAMFORD BRANCH in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, the "Collateral Agent") (this "Notice").

WITNESSETH:

WHEREAS, by operation of a Supplement dated as of the date hereof (the "Supplement") to an ABL U.S. Security Agreement dated as of May 23, 2013 (the "Security Agreement") in favor of the Collateral Agent, the Grantor is a party to the Security Agreement, pursuant to which the Grantor is required to execute and deliver this Notice;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Supplement and the Security Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest:

(a) the Trademarks of the United States of America of such Grantor, including those listed on Schedule I attached hereto; provided that the grant of the security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark; and

(b) all Proceeds of the foregoing; provided, however, that the foregoing shall not include any asset that the Grantor now has or at any time in the future may acquire the right, title or interest of which is legally or beneficially owned by a person other than the Grantor.

SECTION 3. Security Agreement. The security interest granted pursuant to this Notice is granted with the security interest granted to the Collateral Agent pursuant to the Supplement and the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Notice is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding anything in this Notice to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Notice and the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor Agreement and this Notice, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantor, at the sole cost and expense of the Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Notice.

SECTION 5. Counterparts. This Notice may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Notice by signing and delivering one or more counterparts. Delivery of an executed signature page to this Notice by facsimile transmission or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually signed counterpart of this Notice.

SECTION 6. Applicable Law. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

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

Very truly yours,

HOMECARE LABS, INC.

By: 


Name: Mark R. Halperin
Title: Executive Vice President,
General Counsel and Secretary

[[Signature page to Notice of Grant of Security Interest in Trademark (ABL)]]

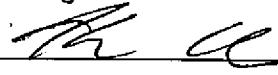
Accepted and Agreed:

UBS AG, STAMFORD BRANCH, as
Collateral Agent

By


Name: Lana Giffas
Title: Director
Banking Products Services, US

By


Name:
Title: **Kenneth Chin**
Director
Banking Products Services, US

[Signature Page to Notice of Grant of Security Interest In Trademark (ABL)]

Schedule I

HomeCare Lab, Inc. Notice of Grant of Security Interest In Trademark

Mark	Status	Application Number	Application Date	Registration Number	Registration Date
DRAIN WORKS	Registered	75074212	18-Mar-96	2155373	5-May-98
DRAIN WORKS	Registered	74706674	27-Jul-95	2031190	14-Jan-97
GREASED LIGHTNING	Registered	75340258	13-Aug-97	2184062	25-Aug-98
GREASED LIGHTNING	Registered	73/600,262	23-May-86	1418885	2-Dec-86
GREASED LIGHTNING & 1 Bolt Design	Registered	77334956	21-Nov-07	3467123	15-Jul-08
GREASED LIGHTNING ORANGE BLAST	Registered	78310470	7-Oct-03	2895740	19-Oct-04
GREASED LIGHTNING ORANGE BLAST (Stylized)	Registered	76457451	10-Oct-02	2752586	19-Aug-03
THE WORKS	Registered	73431001	20-Jun-83	1402721	29-Jul-86
THE WORKS	Registered	74226861	29-Nov-91	1709665	25-Aug-92
THE WORKS (Stylized)	Registered	78644643	6-Jun-05	3744767	2-Feb-10
THE WORKS, WORKS!	Registered	78557090	31-Jan-05	3473663	22-Jul-08
THE WORKS	Registered	78557082	31-Jan-05	3598494	31-Mar-09
THE WORKS (Stylized)	Registered	78644643	6-Jun-05	3744767	2-Feb-10