

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325911

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Temptime Corporation		12/11/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4467127	MEDTRACKER	
Registration Number:	4467012	LIMITMARKER	
Registration Number:	4440505	MEDTRACKER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	Humberto Aquino c/o Katten Muchin		
Address Line 1:	525 W. Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337285-00028		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/Humberto Aquino/		
DATE SIGNED:	12/11/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 11, 2014, 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 Amended and Restated Credit Agreement, dated as of December 11, 2014 (as the same may be further 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 dated as of September 12, 2013, 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.

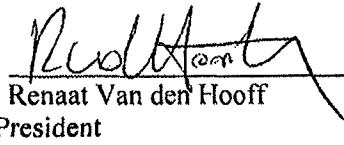
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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, 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.

TEMPTIME CORPORATION, as Grantor

By: 
Name: Renaat Van den Hooff
Title: President

Trademark Security Agreement (Temptime)

TRADEMARK
REEL: 005418 FRAME: 0090

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Collateral Agent

By: 

Name: **MARK AFFOLTER**
Title: **AUTHORIZED SIGNATORY**

Trademark Security Agreement (Temptime)

TRADEMARK
REEL: 005418 FRAME: 0091

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Trademark	Owner	Reg. #	Reg. Date	Status
MEDTRACKER	Temptime Corporation	4467127	01/14/14	Registered
LIMITMARKER	Temptime Corporation	4467012	01/14/14	Registered
MEDTRACKER	Temptime Corporation	4440505	11/26/13	Registered