

## 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
SPLASH PRODUCTS, INC.		01/29/2014	CORPORATION: <i>Minnesota</i>
RECEIVING PARTY DATA			
Name:	MIDCOUNTRY BANK		
Street Address:	7825 Washington Avenue South		
Internal Address:	Suite 120		
City:	Bloomington		
State/Country:	MINNESOTA		
Postal Code:	55439		
Entity Type:	FEDERAL SAVINGS BANK: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	86050194	SEE SAFELY.	
Serial Number:	86050353	SPLASH	
Serial Number:	77615706	SEE SAFELY.	
Serial Number:	85294436	ACCUVISION	
Serial Number:	85294465	SAFEVIEW	
Serial Number:	73582106	SUPER "99"	
Serial Number:	85439884		
Serial Number:	85439831		
Serial Number:	85439681		
Serial Number:	85439744		
Serial Number:	85439706		
Serial Number:	85704029	SPLASH	
Serial Number:	85914636	SEE SAFELY	

OP \$540.00 86050194

Serial Number:	85848617	SPLASH ON TAP
Serial Number:	75689146	SPLASH
Serial Number:	75612219	ACCUVISION
Serial Number:	74136717	SPLASH
Serial Number:	76975101	VENT MAGIC
Serial Number:	76486134	SPLASH
Serial Number:	76486133	SPLASH
Serial Number:	78043451	ACCUVISION THE ONE MINUTE RAIN REPELLENT

#### CORRESPONDENCE DATA

Fax Number: 6126046818

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

Phone: 612-604-6718

Email: trademark@winthrop.com

Correspondent Name: Michael T. Olsen

Address Line 1: 225 South Sixth Street

Address Line 2: Capella Tower, Suite 3500

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	15357.55
NAME OF SUBMITTER:	Michael T. Olsen
Signature:	/mto/
Date:	01/31/2014

Total Attachments: 9  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of January 29, 2014, is made by and between Splash Products, Inc., a Minnesota corporation having a business location at the address set forth below next to its signature (the "Company"), and MidCountry Bank, a federal savings bank organized under the laws of the United States of America (the "Lender"), and having a business location at the address set forth below next to its signature.

### Recitals

A. Company and Lender are parties to a Revolving Credit Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Lender has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) Existence; Authority. Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) Trademarks. Exhibit A accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Lender with a replacement Exhibit B, which upon acceptance by Lender shall become part of this Agreement.

(c) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a trademark security agreement substantially in the form of this Agreement.

(d) Title. Company has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) No Sale. Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Lender's prior written consent.

(f) Defense. Company will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) Maintenance. Company will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender:

(i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) Lender's Right to Take Action. If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Lender that it intends to abandon a Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the Default Rate.

(j) Power of Attorney. To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Lender, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Trademarks. Company shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Credit Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Company shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.


7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Lender shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Lender and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Lender, and Company waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.


Splash Products, Inc.  
1380 Corporate Center Curve  
Suite 200  
Eagan, MN 55121

SPLASH PRODUCTS, INC.

By:   
Name: Elliott Badzin  
Title: President

MidCountry Bank  
7825 Washington Avenue South  
Suite 120  
Bloomington, MN 55439

MIDCOUNTRY BANK

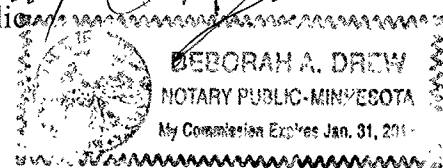
By:   
Name: Katarina Miketin  
Title: Vice President

STATE OF MINN)  
)  
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 29 day of January, 2014, by ELLIOTT BADZIN the PRES. of Splash Products, Inc., a Minnesota corporation, on behalf of the corporation.

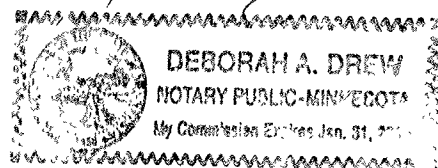
STATE OF MINN)  
)  
COUNTY OF HENNEPIN)

Notary Public



The foregoing instrument was acknowledged before me this 29 day of January, 2014, by KATARINA MIKETIN, a V. PRES. of MidCountry Bank, a federal savings bank organized under the laws of the United States of America on behalf of the federal and savings bank.

Notary Public



# EXHIBIT A

## UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS



Our File #	Trademark Name	Owner Name	Goods / Services & Class	Country	App #	Reg #	Trademark Status	Filing Date	Reg Date	Next Due Date
29854.341CA1	SPLASH	Splash Products, Inc.	Antifreeze and antifreeze coolants for use in automotive systems and vehicle engines; wiper blades.	Canada	1,590,232		Pending	15-Aug-2012		Waiting for Notice of Publication
29854.338MX1	SPLASH	Splash Products, Inc.	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices.	Mexico	1300734		Pending	16-Aug-2012		Waiting for Notice of Publication
29854.362	SEE SAFELY. & Design 	Splash Products, Inc.	Windshield washer fluid; glass cleaning preparations, in Class 3. Windshield wiper blades, in Class 12.	U.S.	86-050,194		Pending	28-Aug-2013		Waiting for Notice of Publication
29854.356	SPLASH & Design 	Splash Products, Inc.	Windshield wiper blades, in Class 12.	U.S.	86-050,353		Pending	28-Aug-2013		Waiting for Notice of Publication
29854.323	SEE SAFELY.	Splash Products, Inc.	Windshield washer fluid; glass cleaning preparations, in Class 3.	U.S.	77-615,706	3,639,094	Registered	17-Nov-2008	16-Jun-2009	Declaration Under Sections 8 & 15 due btwn 16-Jun-2014 and 16-Jun-2015
29854.327	ACCUVISION	Splash Products, Inc.	Windshield wiper blades, in Class 12.	U.S.	85/294,436	4,162,216	Registered	13-Apr-2011	19-Jun-2012	Declaration Under Sections 8 & 15 due btwn 19-Jun-2017 and 19-Jun-2018
29854.329	SAFEVIEW	Splash Products, Inc.	Windshield wiper blades, in Class 12.	U.S.	85/294,465	4,172,695	Registered	13-Apr-2011	10-Jul-2012	Declaration Under Sections 8 & 15 due btwn 10-Jul-2017 and

Exhibit A








Our File #	Trademark Name	Owner Name	Goods / Services & Class	Country	App #	Reg #	Trademark Status	Filing Date	Reg Date	Next Due Date
										10-Jul-2018
29854.325	SUPER "99"	Splash Products, Inc.	Antifreeze additive for gasoline, in Class 1.	U.S.	73-582,106	1,471,820	Renewed	10-Feb-1986	12-Jan-1988	Renewal due 12-Jan-2018
29854.336	Thermometer Logo - 22 Degrees 	Splash Products, Inc.	Windshield washer fluid, in Class 3.	U.S.	85/439,884	4,276,762	Registered	05-Oct-2011	15-Jan-2013	Declaration Under Sections 8 & 15 due btwn 15-Jan-2018 and 15-Jan-2019
29854.333	Thermometer Logo - Below Zero 	Splash Products, Inc.	Antifreeze, in Class 1. Windshield washer fluid, in Class 3.	U.S.	85/439,831	4,276,759	Registered	05-Oct-2011	15-Jan-2013	Declaration Under Sections 8 & 15 due btwn 15-Jan-2018 and 15-Jan-2019
29854.332	Windshield & Star Logo 	Splash Products, Inc.	Windshield washer fluid, in Class 3.	U.S.	85/439,681	4,276,755	Registered	05-Oct-2011	15-Jan-2013	Declaration Under Sections 8 & 15 due btwn 15-Jan-2018 and 15-Jan-2019
29854.334	Bug Remover Logo 	Splash Products, Inc.	Windshield washer fluid, in Class 3.	U.S.	85/439,744	4,276,758	Registered	05-Oct-2011	15-Jan-2013	Declaration Under Sections 8 & 15 due btwn 15-Jan-2018 and 15-Jan-2019
29854.335	De-Icer Logo 	Splash Products, Inc.	Chemical preparations for melting snow and ice, in Class 1. Windshield washer fluid, in Class 3.	U.S.	85/439,706	4,276,756	Registered	05-Oct-2011	15-Jan-2013	Declaration Under Sections 8 & 15 due btwn 15-Jan-2018 and 15-Jan-2019
29854.342	SPLASH	Splash Products, Inc.	Windshield wiper blades, in Class 12.	U.S.	85/704,029	4,316,915	Registered	15-Aug-2012	09-Apr-2013	Declaration Under Sections 8 & 15

Exhibit A

**TRADEMARK**  
**REEL: 005207 FRAME: 0072**



Our File #	Trademark Name	Owner Name	Goods / Services & Class	Country	App #	Reg #	Trademark Status	Filing Date	Reg Date	Next Due Date
										due btwn 09-Apr-2018 and 09-Apr-2019
29854.355	SEE SAFELY	Splash Products, Inc.	Windshield wiper blades, in Class 12.	U.S.	85-914,636	4,407,186	Registered	25-Apr-2013	24-Sep-2013	Declaration Under Sections 8 & 15 due btwn 24-Sep-2018 and 24-Sep-2019
29854.354	SPLASH ON TAP	Splash Products, Inc.	Automotive windshield cleaning solution, in Class 3.	U.S.	85/848,617	4,406,562	Registered	13-Feb-2013	24-Sep-2013	Declaration Under Sections 8 & 15 due btwn 24-Sep-2018 and 24-Sep-2019
29854.309	SPLASH	Splash Products, Inc.	Automotive windshield cleaning solution, in Class 3.	U.S.	75-689,146	2,335,719	Renewed	21-Apr-1999	28-Mar-2000	Renewal due 28-Mar-2020
29854.330	ACCUVISION	Splash Products, Inc.	Windshield washing fluid with clear coating additive, in Class 3.	U.S.	75-612,219	2,470,177	Renewed	28-Dec-1998	17-Jul-2001	Renewal due 17-Jul-2021
29854.301	SPLASH & Design 	Splash Products, Inc.	Automotive windshield cleaning solution, in Class 3.	U.S.	74-136,717	1,682,586	Renewed	05-Feb-1991	14-Apr-1992	Renewal due 14-Apr-2022
29854.339MX1	SPLASH	Splash Products, Inc.	Windshield wiper blades, in Class 12.	Mexico	1300722	1337786	Registered	16-Aug-2012	10-Dec-2012	Renewal Due 16-Aug-2022
29854.319	VENT MAGIC	Splash Products, Inc.	Air fresheners; and vehicle air fresheners to be placed in windshield washer fluid reservoirs, in Class 5.	U.S.	76-975,101	2,707,932	Renewed	06-Mar-2001	15-Apr-2003	Renewal due 15-Apr-2023
29854.315	SPLASH & Design 	Splash Products, Inc.	Antifreeze; and antifreeze and coolant for use in automotive systems and vehicle engines, in Class 1.	U.S.	76-486,134	2,764,101	Renewed	27-Jan-2003	16-Sep-2003	Renewal due 16-Sep-2023
29854.314	SPLASH	Splash Products, Inc.	Antifreeze; and antifreeze and coolant for use in automotive systems and vehicle engines, in Class 1.	U.S.	76-486,133	2,764,100	Renewed	27-Jan-2003	16-Sep-2003	Renewal due 16-Sep-2023

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Our File #	Trademark Name	Owner Name	Goods / Services & Class	Country	App #	Reg #	Trademark Status	Filing Date	Reg Date	Next Due Date
29854.331	ACCUVISION THE ONE MINUTE RAIN REPELLENT	Splash Products, Inc.	Windshield washing fluids, in Class 3.	U.S.	78-043,451	2,792,767	Renewed	17-Jan-2001	09-Dec-2003	Renewal due 09-Dec-2023

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Exhibit A