900284632 03/31/2014

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM299789

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sweep Acquisition Company		03/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Garrison Loan Agency Services LLC
Street Address: 1290 Avenue of the Americas	
Internal Address:	Suite 914
City:	New York
State/Country:	NEW YORK
Postal Code:	10104
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark				
Registration Number:	3743563	AIR ACCENTS				
Registration Number:	3615752	DRYEL				
Registration Number:	2186197	DRYEL				
Registration Number:	3801082	DRYEL 3-IN-1 TOUCH-UP SPRAY				
Registration Number:	3808085	DRYEL ON THE GO				
Registration Number:	4050766	ODORLIFT				
Registration Number:	3012046	OPTIMESH				
Registration Number:	3629046	SPACE FRESHENER				
Registration Number:	3615742	ULTRACLEANING				
Registration Number:	2840267	DRAIN POWER				

CORRESPONDENCE DATA

Fax Number: 2156562498

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

US Mail.

Phone: 215-656-3381

Email: pto.phil@dlapiper.com

Correspondent Name: IP GROUP OF DLA PIPER LLP (US)

Address Line 1: ONE LIBERTY PLACE

Address Line 2: 1650 MARKET ST. SUITE 4900

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103 TRADEMARK

900284632 REEL: 005247 FRAME: 0916

ATTORNEY DOCKET NUMBER:	GIG-1 (378241-8)
NAME OF SUBMITTER:	William L. Bartow
SIGNATURE:	/williamlbartow/
DATE SIGNED:	03/31/2014

Total Attachments: 15

source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page1.tif source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page3.tif source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page3.tif source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page4.tif source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page5.tif source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page6.tif source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page7.tif source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page8.tif source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page9.tif source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page10.tif source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page11.tif source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page12.tif source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page13.tif source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page13.tif source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page13.tif source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page13.tif source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page13.tif source=CR Brands - Term Loan Trademark and Patent Security Agreement - EXECUTED#page13.tif

TERM LOAN TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 31st day of March, 2014 by CR BRANDS, INC., a Delaware corporation ("CR Brands"), Sweep Acquisition Company, a Delaware corporation ("Sweep" and together with CR CR Brands, "Grantor"), in favor of GARRISON LOAN AGENCY SERVICES LLC ("Garrison"), in its capacity as term loan agent for the Term Loan Secured Parties ("Agent").

WITNESSETH

WHEREAS, Grantor (collectively, with any other person joined as a borrower to the Loan Agreement from time to time, the "Borrowers" and each a "Borrower") has entered into that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement (as amended, restated or modified from time to time, the "Loan Agreement") dated as of the date hereof with the financial institutions party thereto from time to time as revolving lenders and term loan lenders and Agent, providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations owed or owing to the Term Loan Secured Parties under the Loan Agreement, Grantor has granted to Agent, for the benefit of the Term Loan Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Loan Agreement</u>. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of the Term Loan Secured Parties, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:
 - (i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

- (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.
- 3. Agreement Amongst Lenders. To the extent that there is any conflict between the provisions of this Agreement and a provision in the Agreement Amongst Lenders, such provision of the Agreement Amongst Lenders shall control. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Agreement Among Lenders, if any. Further, notwithstanding anything herein to the contrary the requirement pursuant this Agreement to endorse, assign, deliver or grant control over Collateral to the Agent shall be deemed satisfied by endorsement, assignment, delivery or granting control of such Collateral to the Senior Agent (as defined in the Agreement Amongst Lenders) (who shall possess or control such Collateral in accordance with the Agreement Amongst Lenders).
- 4. <u>Covenants</u>. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.
- 5. <u>Representations and Warranties</u>. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.
- 6. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto. This Agreement constitutes supplemental terms to the rights and obligations under the Loan Agreement. In the event of any conflict between this Agreement (or any portion thereof) and the Loan Agreement, the terms of the Loan Agreement shall prevail.
- 7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.
- 8. <u>Termination</u>. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Loan Agreement pursuant to and in accordance with Article XIII thereof.

[Signatures to appear on following page]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

CR BRANDS, INC.

By:
Name: A. Malachi Mixon IV
Title: Treasurer and Secretary

SWEEP ACQUISITION COMPANY

By:
Name: A. Malachi Mixon IV
Title: Treasurer and Secretary

Agreed and Accepted
As of the Date First Written Above

Title:

GARRISON LOAN AGENCY SERVICES LLC, As Agent

By: ______Name;

[SIGNATURE PAGE TO TERM LOAN TRADEMARK AND PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

CR BRANDS, INC.

Ву:	
Name:	A. Malachi Mixon IV
Title:	Treasurer and Secretary

SWEEP ACQUISITION COMPANY

Ву:	
Name:	A. Malachi Mixon IV
Title:	Treasurer and Secretary

Agreed and Accepted
As of the Date First Written Above

GARRISON LOAN AGENCY SERVICES LLC, As Agent

By: Name: Title:

JULIAN WELDON SECRETARY

$\underline{\textbf{SCHEDULE 1}}$

U.S. TRADEMARKS Registrations & Applications

No	MARK	APP.	FILED	REG.	REG.	1	STERE	STATUS
•	DI ACT DACTO	NO.	4/0/10	NO.	DATE	DOW		-
1	BLAST PACKS	8501026	4/9/10	392697	3/1/11	CR	Brands,	Registere
	T22 1 2 5777	0	410.14.0	9	44044	Inc.		d
2	ENZAMIX	8501022	4/9/10	390942	1/18/11	CR	Brands,	Registere
	3.6.4.7. EDWIN 600	1 0501020	4/0/40	1 202607	0.11.11.1	Inc.	D 1	d
3	MAX ENZYMES	8501020	4/9/10	392697	3/1/11	CR	Brands,	Registere
		6		8	1.5.11.10.0	Inc.		d
4	MEAN GREEN	7760218	10/28/08	371759	12/1/09	CR	Brands,	Registere
	e littere - control	7	10/20/00	8	1.011.10.0	Inc.		d
5		7760216	10/28/08	371759	12/1/09	CR	Brands,	Registere
		2		7		Inc.		d
	MEAN GREEN							
6	OXYDOL	7616845	11/20/00	252720	1/8/02	CR	Brands,	Registere
		0		8		Inc.		d
7		8607322	9/24/13			CR	Brands,	Pending
	The state of the s	0				Inc.		
8	ORANGE FRESH	7638706	3/25/02	268610	2/11/03	CR	Brands,	Registere
	OR II (OL I RESII	8	3123102	4	2/11/03	Inc.	Drunes,	d
9	MEAN GREEN	7557536	10/21/98	234668	5/2/00	CR	Brands,	Registere
	THE THE STEEL STEE	4	10/21/90	9	2,2,00	Inc.	Dianas,	d
10	MAGNUM	7537476	10/17/97	227496	8/31/99	CR	Brands,	Registere
10	POWER	9	10/1////	2	0/31///	Inc.	Branas,	d
11	101121	7354455	6/24/85	140811	9/9/86	CR	Brands,	Registere
**	MEAN .	9	0/2 1/03	9	373700	Inc.	Brunds,	d
	TREEN .					line.		a a
	MEAN CDEEN							
10	MEAN GREEN	7000707	1/2/60	050257	C141C0	CD	D 1	D :
12	BIZ	7228786	1/2/68	850357	6/4/68	CR	Brands,	Registere
12	DIZ	7249020	05/14/100	121646	01/20/100	Inc.	D 1	d Danistana
13	BIZ	7348029	05/14/198	131646	01/29/198	CR	Brands,	Registere
1.4	DIZ	7140411	4	3	5	Inc.	D 1	d Danistana
14	BIZ	7149411	12/29/194	042399	09/17/194	CR	Brands,	Registere
1.7	DINIE DOWER	6	5	5	6	Inc.	D 1	d
15	PINE POWER	7343346	07/06/198	128757	07/31/198	CR	Brands,	Registere
1.0	DIVIE DOMES	7227212	3	4	4	Inc.	D 1	d
16	PINE POWER	7237813	12/07/197	962363	07/03/197	CR	Brands,	Registere
4=	1 00K (1 0 2 000 40KC	1	0	27.12.7.5	3	Inc.		d
17		7669815		374356	02/02/201	Sweep		Registere
		3		3	0	Acquis		d
						Compa	ıny	

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No	MARK	APP.	FILED	REG.	REG.	REGISTERE	STATUS
•		NO.		NO.	DATE	D OWNER	
18	Cityo	7758202 0		361575	05/05/200 9	Sweep Acquisition Company	Registere d
19	DRYEL	7472338 1		218619 7	09/01/199 8	Sweep Acquisition Company	Registere d
20	DRYEL 3-IN-1 TOUCH-UP SPRAY	7779665 1		380108	06/08/201	Sweep Acquisition Company	Registere d
21	DRYEL ON THE GO	7769882 8		380808 5	06/22/201	Sweep Acquisition Company	Registere d
22	ODORLIFT	8520425 6		405076 6	11/01/201 1	Sweep Acquisition Company	Registere d
23	OPTIMESH	7829172 2		301204 6	11/01/200 5	Sweep Acquisition Company	Registere d
24	SPACE FRESHENER	7750306 1		362904 6	05/26/200 9	Sweep Acquisition Company	Registere d
25	ULTRACLEANIN G	7758190 0		361574 2	05/05/200 9	Sweep Acquisition Company	Registere d
26	DRAIN POWER	7823313 3		284026 7	05/11/200	Sweep Acquisition Company	Registere d

FOREIGN TRADEMARKS Registrations & Applications

No .	MARK	COUNT RY	APP. NO.	FILED	REG. NO.	REG. DATE	REGISTER ED
							OWNER
1	BLAST PACKS	Mexico	1124111	10/4/201	1205164	3/4/2011	CR Brands,
				0			Inc.
2	BLAST PACKS	Canada	14974910	28-SEP-	TMA8172	08-FEB-	CR Brands,
			0	2010	26	2012	Inc.
3	MAX ENZYMES	Mexico	1124112	04-OCT-	1205165	04-	CR Brands,
				2010		MAR-	Inc.
						2011	

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No ·	MARK	COUNT RY	APP. NO.	FILED	REG. NO.	REG. DATE	REGISTER ED OWNER
4	MAX ENZYMES	Canada	1,497,492	9/28/201	817,246	2/8/2012	CR Brands,
5	OXYDOL	France	INPI 955646	20-SEP- 1988	N 1489717	19-SEP- 2008	CR Brands, Inc.
6	BIZ	Panama	5719	13- MAR- 1957	5641	14- MAY- 1958	CR Brands, Inc.
7	BIZ	Finland	19560145 4	26-JUN- 1956	31105	02-APR- 1957	CR Brands, Inc.
8	BIZ	Romania	M 2001 03356	11-JUL- 2001	50123	15- AUG- 2002	CR Brands, Inc.
9	BIZ	Slovak Republic	1972-2001	27-JUN- 2001	203221	03-JUL- 2003	CR Brands, Inc.
10	BIZ	Canada			TMA1569 82		CR Brands, Inc.
11	BIZ	Canada			TMA1007 02		CR Brands, Inc.
12	BIZ	New Zealand	640068	21-JUN- 2001	640068	03-JAN- 2002	CR Brands, Inc.
13	BIZ	Jamaica	TM3/4290	7/13/200 1			Redox Brands, Inc.
14	BIZ	Ireland	81989	4/25/197 3	81989	4/25/197 3	Redox Brands, Inc.
15	BIZ	China	20011119 23	6/27/200	1970391	10/7/200	Redox Brands, Inc.
16	BIZ	Hong Kong			19650630	12/1/196 4	Redox Brands, Inc.
17	BIZ	Hong Kong			19560966	6/29/195 6	Redox Brands, Inc.
18	BIZ	Japan	171410/19 72	12/05/19 72	1240581	12/13/19 76	Redox Brands, Inc.
19	BIZ	Taiwan	14690	16- MAY- 1962	14690	1/1/1963	Redox Brands, Inc.
20	BIZ	Mexico			452373		CR Brands, Inc.
21	OXYDOL	Argentina	2343373	6/25/200	1961248	11/26/20 03	Redox Brands, Inc.
22	OXYDOL	El Salvador	15895/200 1	7/9/2001			Redox Brands, Inc.
23	Oxybol	Canada	10935310 0	21-FEB- 2001	TMA5915 74	06-OCT- 2003	Redox Brands, Inc.

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No ·	MARK	COUNT RY	APP. NO.	FILED	REG. NO.	REG. DATE	REGISTER ED OWNER
24	OXTUDIL.	Canada	10935320 0	21-FEB- 2001	TMA5897 14	12-SEP- 2003	Redox Brands, Inc.
25	OXYDOL OXYDOL	Mexico	478532	29- MAR- 2001	766124	31-OCT- 2002	Redox Brands, Inc.
26		Canada	0314890	7/24/196 8	TMA1629 76	5/23/196 9	Redox Brands, Inc.
27	OXYDOL	Canada	0183032	9/14/194	NS70/184 85	9/14/194	Redox Brands, Inc.
28	OXYDOL	Mexico	172468	7/8/1993	506519	10/04/19	Redox Brands, Inc.
29	OXYDOL	Puerto Rico			25,740	7/12/198 4	Redox Brands, Inc.
30	OXYDOL	Tanzania (Zanzibar)			233/71	2/6/1971	Redox Brands, Inc.
31	OXYDOL	Zambia			686	11/26/19 30	Redox Brands, Inc.
32	OXYDOL & Packaging 68	Bermuda			1175	5/27/194 4	Redox Brands, Inc.
33	MEANCLE	Canada	0836833	2/17/199 7	TMA5243 83	3/7/2000	CHEMPRO INC.
34	DRYEL	Anguilla	27834				Sweep Acquisition Company
35	DRYEL	Argentina					Sweep Acquisition Company
36	DRYEL	Aruba					Sweep Acquisition Company
37	DRYEL	Australia					Sweep Acquisition Company
38	DRYEL	Bahamas					Sweep Acquisition Company
39	DRYEL	Barbados					Sweep Acquisition Company
40	DRYEL	Bermuda					Sweep Acquisition Company
41	DRYEL	Bermuda					Sweep Acquisition

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No ·	MARK	COUNT RY	APP. NO.	FILED	REG. NO.	REG. DATE	REGISTER ED OWNER
							Company
42	DRYEL	Brazil					Sweep
							Acquisition
							Company
43	DD DESIGN	Brazil					Sweep
							Acquisition
							Company
44	DRYEL	Canada	0792899		TMA5170		Sweep
					77		Acquisition
							Company
45	DRYEL	Canada	0858215		TMA5206		Sweep
					17		Acquisition
							Company
46	DRYEL	Canada	1100788		TMA5803		Sweep
					17		Acquisition
							Company
47	DRYEL	Canada	1350561		TMA7706		Sweep
					88		Acquisition
							Company
48	DRYEL DESIGN	Canada	0858212		TMA5206		Sweep
	ICON				18		Acquisition
							Company
49	DOUBLE D	Canada	1056258		TMA5794		Sweep
	DESIGN				97		Acquisition
							Company
50	ICON DESIGN	Canada	0858213		TMA5208		Sweep
					24		Acquisition
							Company
51	Little Things. Big	Canada	1200073		TMA6784		Sweep
	Differences				28		Acquisition
							Company
52	OPTIMESH	Canada	1195330		TMA6259		Sweep
					09		Acquisition
							Company
53	DRYEL	Cayman			2201191		Sweep
		Islands					Acquisition
							Company
54	DRYEL	Cyprus			57135		Sweep
							Acquisition
							Company
55	DRYEL	Dominica			106844		Sweep
		n					Acquisition
		Republic					Company
56	DRYEL	EU-			459156		Sweep
		OHIM					Acquisition
							Company
57	DRYEL AND	EU-			962753		Sweep

No ·	MARK	COUNT RY	APP. NO.	FILED	REG. NO.	REG. DATE	REGISTER ED OWNER
	DESIGN	OHIM					Acquisition
							Company
58	DRYEL ICON	EU-			962688		Sweep
	DESIGN	OHIM					Acquisition
							Company
59	DRYEL	Israel			138761		Sweep
							Acquisition
							Company
60	DRYEL	Israel			145589		Sweep
							Acquisition
							Company
61	DRYEL	Malaysia	2000/4845				Sweep
0.1		1.1mm Jan	2000, 1010				Acquisition
							Company
62	DRYEL	Mexico	1054989		1207044		Sweep
٠ -		1,15,115	100.505		1207011		Acquisition
							Company
63	DRYEL	Mexico	409616		648597		Sweep
00	DRIED	TVIE/HICO	10,010		0.0057		Acquisition
							Company
64	DRYEL	Morocco			73311		Sweep
0.	DRIED	1,101000			75511		Acquisition
							Company
65	DD DESIGN	New			614076		Sweep
0.0	222231	Zealand					Acquisition
		Zearana					Company
66	DD DESIGN	New			614077		Sweep
		Zealand					Acquisition
							Company
67	DRYEL	Norway	19970708		185419		Sweep
							Acquisition
							Company
68	DRYEL	Panama	1		101529-01		Sweep
							Acquisition
							Company
69	DRYEL (DoubleD	Panama			107771-01		Sweep
	Device 00)						Acquisition
	,						Company
70	DRYEL	Paraguay	11171-99		247959		Sweep
-							Acquisition
							Company
71	DRYEL	Bolivia	1		79590-C		Sweep
							Acquisition
							Company
72	DRYEL AND DD	Bolivia			89003-C		Sweep
-	DESIGN						Acquisition
	,						Company

No ·	MARK	COUNT RY	APP. NO.	FILED	REG. NO.	REG. DATE	REGISTER ED
73	OXYDOL	Italy			946998		OWNER Redox Brands, Inc.
74	OXYDOL and Design	Canada			NFLD289 5		CR Brands, Inc.

U.S. Patents/Published Applications

No.	Title	Filing Date	App. No.	Issue Date	Patent No.	Owner
1	FABRIC BAG FOR USE IN FABRIC CARE PROCESSES	03/25/2002	09/813252	02/22/2005	6857296	Sweep Acquisition Company
2	FABRIC CARE BAG	01/17/1997	08/785440	08/04/1998	5789638	Sweep Acquisition Company
3	FABRIC SANITIZATION PROCESS	10/18/2000	09/673602	07/06/2004	6759006	Sweep Acquisition Company
4	HEAT RESISTANT DRY CLEANING BAG	08/08/1996	08/694136	10/28/1997	5681355	Sweep Acquisition Company
5	TETRAHEDRAL FABRIC BAG FOR USE IN FABRIC CARE PROCESSES	03/20/2000	29/120518	02/12/2002	D453598	Sweep Acquisition Company
6	TETRAHEDRAL FABRIC BAG FOR USE IN FABRIC CARE PROCESSES	11/14/2001	29/150392	07/22/2003	D477699	Sweep Acquisition Company
7	TETRAHEDRAL PLASTIC FILM BAG FOR USE IN FABRIC CARE PROCESSES	12/15/2000	29/134235	12/18/2001	D452353	Sweep Acquisition Company
8	WASH BAG ASSEMBLY	02/26/2004	10/787293	06/06/2006	7056023	Sweep Acquisition Company

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POWER OF ATTORNEY

Dated: March 31, 2014

CR Brands, Inc., a Delaware corporation ("CR Brands"), and SWEEP ACQUISITION COMPANY, a Delaware corporation ("Sweep Acquisition", together with CR Brands, collectively, the "Grantor"), each hereby authorize GARRISON LOAN AGENCY SERVICES LLC, its successors and assigns, and any officer or agent thereof (collectively, Agent'), as agent for the Term Loan Secured Parties under that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement (as the same has been and may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement") among Agent, PNC Bank, National Association, as agent for the Revolving Secured Parties, certain financial institutions party thereto as lenders (the "Lenders"), and Grantor (together with any other Person joined as a borrower to the Loan Agreement, the "Borrowers" and each a "Borrower"), dated as of the date hereof, following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-infact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Term Loan Trademark and Patent Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, to execute on behalf of Grantor a supplement to the Amended and Restated Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else, in each case subject to the terms of the Loan Agreement and Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein. All terms capitalized but not defined herein shall have the meaning ascribed to them in the Loan Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Amended and Restated Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Amended and Restated Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

CR BRANDS, INC.

Title: Treasurer and Secretary

SWEEP ACQUISITION COMPANY

By: K. Myon

Name: A. Malachi Mixon IV Title: Treasurer and Secretary

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA:

STATE OF Ohio : COUNTY OF Coyahoya :

SS

On this of market of to me known and being duly sworn, deposes and says that she is authorized to sign on behalf of CR Brands, Inc., a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Notary Public

My Commission Expires:

Marcan R Elling

THERESA ELLIOTT **NOTARY PUBLIC** FOR THE STATE OF OHIO My Commission Expires December 19, 2017

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA:

SS

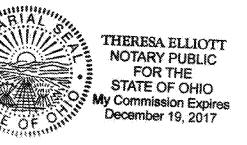
STATE OF ONE : COUNTY OF Cayoron :

RECORDED: 03/31/2014

On this of warely, 2014, before me personally appeared to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Sweep Acquisition Company, a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Notary Public

My Commission Expires:



[SIGNATURE PAGE TO POWER OF ATTORNEY ACKNOWLEDGMENT -- CR BRANDS]