

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CR Brands, Inc.		03/31/2014	CORPORATION: DELAWARE
Sweep Acquisition Company		03/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	3926979	BLAST PACKS	
Registration Number:	3909421	ENZAMIX	
Registration Number:	3926978	MAX ENZYMES	
Registration Number:	3717597	MEAN GREEN	
Registration Number:	2527208	OXYDOL	
Registration Number:	3717598	MEAN GREEN	
Serial Number:	86073220	MEAN GREEN	
Registration Number:	2686104	ORANGE FRESH	
Registration Number:	2346689	MEAN GREEN	
Registration Number:	2274962	MAGNUM POWER	
Registration Number:	1408119	MEAN GREEN	
Registration Number:	850357	BIZ	
Registration Number:	1316463	BIZ	
Registration Number:	0423995	BIZ	
Registration Number:	1287574	PINE POWER	
Registration Number:	962363	PINE POWER	
Registration Number:	3743563	AIR ACCENTS	
Serial Number:	77582020	DRYEL	
Serial Number:	74723381	DRYEL	
TRADEMARK			

OP \$665.00 3926979

Property Type	Number	Word Mark
Serial Number:	77796651	DRYEL 3-IN-1 TOUCH-UP SPRAY
Serial Number:	77698828	DRYEL ON THE GO
Serial Number:	85204256	ODORLIFT
Serial Number:	78291722	OPTIMESH
Serial Number:	77503061	SPACE FRESHENER
Serial Number:	77581900	ULTRACLEANING
Serial Number:	78233133	DRAIN POWER

CORRESPONDENCE DATA

Fax Number: 2158325619

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

Phone: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01362
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	04/17/2014

Total Attachments: 15

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**AMENDED AND RESTATED
TRADEMARK AND PATENT SECURITY AGREEMENT**

THIS AMENDED AND RESTATED 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"), and SWEEP ACQUISITION COMPANY, a Delaware corporation ("Sweep Acquisition", together with CR Brands, collectively, the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as administrative agent for the Lenders and as collateral agent for the Revolving Secured Parties ("Agent").

W I T N E S S E T H

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 lenders (the "Lenders"), Garrison Loan Agency Services LLC, as collateral agent for the Term Loan Secured Parties, and Agent, providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, 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. Incorporation of Loan Agreement. 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. Grant and Reaffirmation of Grant of Security Interests. 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 Lenders, 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. Covenants. 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.

4. Representations and Warranties. 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.

5. Counterparts. 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.

6. 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 Ohio, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

7. Termination. 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.


8. 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.

9. Amended and Restated. This Amended and Restated Trademark and Patent Security Agreement amends and restates that certain Trademark and Patent Security Agreement dated as of September 28, 2012 executed by Debtor in favor of Secured Party.


[Signatures to appear on following page]

IN WITNESS WHEREOF, 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

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT -- CR BRANDS]

TRADEMARK
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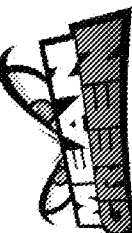


Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: THH
Name: Thomas Humbyrd
Title: Vice President


SCHEDULE 1

**U.S. TRADEMARKS
Registrations & Applications**

No.	MARK	APP. NO.	FILED	REG. NO.	REG. DATE	REGISTERED OWNER	STATUS
1	BLAST PACKS	85010260	4/9/10	3926979	3/1/11	CR Brands, Inc.	Registered
2	ENZAMIX	85010221	4/9/10	3909421	1/18/11	CR Brands, Inc.	Registered
3	MAX ENZYMES	85010206	4/9/10	3926978	3/1/11	CR Brands, Inc.	Registered
4	MEAN GREEN	77602187	10/28/08	3717598	12/1/09	CR Brands, Inc.	Registered
5	 MEAN GREEN	77602162	10/28/08	3717597	12/1/09	CR Brands, Inc.	Registered
6	OXYDOL	76168450	11/20/00	2527208	1/8/02	CR Brands, Inc.	Registered
7		86073220	9/24/13			CR Brands, Inc.	Pending
8	ORANGE FRESH	76387068	3/25/02	2686104	2/11/03	CR Brands, Inc.	Registered
9	MEAN GREEN	75575364	10/21/98	2346689	5/2/00	CR Brands, Inc.	Registered
10	MAGNUM POWER	75374769	10/17/97	2274962	8/31/99	CR Brands, Inc.	Registered
11	 MEAN GREEN	73544559	6/24/85	1408119	9/9/86	CR Brands, Inc.	Registered
12	BIZ	72287864	1/2/68	850357	6/4/68	CR Brands, Inc.	Registered
13	BIZ	73480296	05/14/1984	1316463	01/29/1985	CR Brands, Inc.	Registered
14	BIZ	71494116	12/29/1945	0423995	09/17/1946	CR Brands, Inc.	Registered
15	PINE POWER	73433461	07/06/1983	1287574	07/31/1984	CR Brands, Inc.	Registered
16	PINE POWER	72378131	12/07/1970	962363	07/03/1973	CR Brands, Inc.	Registered
17		76698153		3743563	02/02/2010	Sweep Acquisition Company	Registered



TRADEMARK

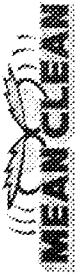
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No.	MARK	APP. NO.	FILED	REG. NO.	REG. DATE	REGISTERED OWNER	STATUS
18		77582020		3615752	05/05/2009	Sweep Acquisition Company	Registered
19	DRYEL	74723381		2186197	09/01/1998	Sweep Acquisition Company	Registered
20	DRYEL 3-IN-1 TOUCH-UP SPRAY	77796651		3801082	06/08/2010	Sweep Acquisition Company	Registered
21	DRYEL ON THE GO	77698828		3808085	06/22/2010	Sweep Acquisition Company	Registered
22	ODORLIFT	85204256		4050766	11/01/2011	Sweep Acquisition Company	Registered
23	OPTIMESH	78291722		3012046	11/01/2005	Sweep Acquisition Company	Registered
24	SPACE FRESHENER	77503061		3629046	05/26/2009	Sweep Acquisition Company	Registered
25	ULTRACLEANING	77581900		3615742	05/05/2009	Sweep Acquisition Company	Registered
26	DRAIN POWER	78233133		2840267	05/11/2004	Sweep Acquisition Company	Registered

**FOREIGN TRADEMARKS
Registrations & Applications**

No.	MARK	COUNTRY	APP. NO.	FILED	REG. NO.	REG. DATE	REGISTERED OWNER
1	BLAST PACKS	Mexico	1124111	10/4/2010	1205164	3/4/2011	CR Brands, Inc.
2	BLAST PACKS	Canada	149749100	28-SEP-2010	TMA817226	08-FEB-2012	CR Brands, Inc.
3	MAX ENZYMES	Mexico	1124112	04-OCT-2010	1205165	04-MAR-2011	CR Brands, Inc.
4	MAX ENZYMES	Canada	1,497,492	9/28/2010	817,246	2/8/2012	CR Brands, Inc.
5	OXYDOL	France	INPI 955646	20-SEP-1988	N 1489717	19-SEP-2008	CR Brands, Inc.

No.	MARK	COUNTRY	APP. NO.	FILED	REG. NO.	REG. DATE	REGISTERED OWNER
6	BIZ	Panama	5719	13-MAR-1957	5641	14-MAY-1958	CR Brands, Inc.
7	BIZ	Finland	195601454	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			TMA156982		CR Brands, Inc.
11	BIZ	Canada			TMA100702		CR Brands, Inc.
12	BIZ	New Zealand	640068	21-JUN-2001	640068	03-JAN-2002	CR Brands, Inc.
13	BIZ	Jamaica	TM3/4290	7/13/2001			Redox Brands, Inc.
14	BIZ	Ireland	81989	4/25/1973	81989	4/25/1973	Redox Brands, Inc.
15	BIZ	China	2001111923	6/27/2001	1970391	10/7/2002	Redox Brands, Inc.
16	BIZ	Hong Kong			19650630	12/1/1964	Redox Brands, Inc.
17	BIZ	Hong Kong			19560966	6/29/1956	Redox Brands, Inc.
18	BIZ	Japan	171410/1972	12/05/1972	1240581	12/13/1976	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	6/25/2001	1961248	11/26/2003	Redox Brands, Inc.
22	OXYDOL	El Salvador	15895/2001	7/9/2001			Redox Brands, Inc.
23		Canada	109353100	21-FEB-2001	TMA591574	06-OCT-2003	Redox Brands, Inc.
24		Canada	109353200	21-FEB-2001	TMA589714	12-SEP-2003	Redox Brands, Inc.

No.	MARK	COUNTRY	APP. NO.	FILED	REG. NO.	REG. DATE	REGISTERED OWNER
25		Mexico	478532	29-MAR-2001	766124	31-OCT-2002	Redox Brands, Inc.
26		Canada	0314890	7/24/1968	TMA162976	5/23/1969	Redox Brands, Inc.
27	OXYDOL	Canada	0183032	9/14/1943	NS70/18485	9/14/1943	Redox Brands, Inc.
28	OXYDOL	Mexico	172468	7/8/1993	506519	10/04/1995	Redox Brands, Inc.
29	OXYDOL	Puerto Rico			25,740	7/12/1984	Redox Brands, Inc.
30	OXYDOL	Tanzania (Zanzibar)			233/71	2/6/1971	Redox Brands, Inc.
31	OXYDOL	Zambia			686	11/26/1930	Redox Brands, Inc.
32	OXYDOL & Packaging 68	Bermuda			1175	5/27/1944	Redox Brands, Inc.
33		Canada	0836833	2/17/1997	TMA524383	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 Company
42	DRYEL	Brazil					Sweep Acquisition Company

No.	MARK	COUNTRY	APP. NO.	FILED	REG. NO.	REG. DATE	REGISTERED OWNER
43	DD DESIGN	Brazil					Sweep Acquisition Company
44	DRYEL	Canada	0792899		TMA517077		Sweep Acquisition Company
45	DRYEL	Canada	0858215		TMA520617		Sweep Acquisition Company
46	DRYEL	Canada	1100788		TMA580317		Sweep Acquisition Company
47	DRYEL	Canada	1350561		TMA770688		Sweep Acquisition Company
48	DRYEL DESIGN ICON	Canada	0858212		TMA520618		Sweep Acquisition Company
49	DOUBLE D DESIGN	Canada	1056258		TMA579497		Sweep Acquisition Company
50	ICON DESIGN	Canada	0858213		TMA520824		Sweep Acquisition Company
51	Little Things. Big Differences	Canada	1200073		TMA678428		Sweep Acquisition Company
52	OPTIMESH	Canada	1195330		TMA625909		Sweep Acquisition Company
53	DRYEL	Cayman Islands			2201191		Sweep Acquisition Company
54	DRYEL	Cyprus			57135		Sweep Acquisition Company
55	DRYEL	Dominican Republic			106844		Sweep Acquisition Company
56	DRYEL	EU-OHIM			459156		Sweep Acquisition Company
57	DRYEL AND DESIGN	EU-OHIM			962753		Sweep Acquisition Company
58	DRYEL ICON DESIGN	EU-OHIM			962688		Sweep Acquisition Company
59	DRYEL	Israel			138761		Sweep Acquisition Company

No.	MARK	COUNTRY	APP. NO.	FILED	REG. NO.	REG. DATE	REGISTERED OWNER
60	DRYEL	Israel			145589		Sweep Acquisition Company
61	DRYEL	Malaysia	2000/4845				Sweep Acquisition Company
62	DRYEL	Mexico	1054989		1207044		Sweep Acquisition Company
63	DRYEL	Mexico	409616		648597		Sweep Acquisition Company
64	DRYEL	Morocco			73311		Sweep Acquisition Company
65	DD DESIGN	New Zealand			614076		Sweep Acquisition Company
66	DD DESIGN	New Zealand			614077		Sweep Acquisition Company
67	DRYEL	Norway	19970708		185419		Sweep Acquisition Company
68	DRYEL	Panama			101529-01		Sweep Acquisition Company
69	DRYEL (DoubleD Device 00)	Panama			107771-01		Sweep Acquisition Company
70	DRYEL	Paraguay	11171-99		247959		Sweep Acquisition Company
71	DRYEL	Bolivia			79590-C		Sweep Acquisition Company
72	DRYEL AND DD DESIGN	Bolivia			89003-C		Sweep Acquisition Company
73	OXYDOL	Italy			946998		Redox Brands, Inc.
74	OXYDOL and Design	Canada			NFLD2895		CR Brands, Inc.

SCHEDULE 1 CONT'D

Patents

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

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 **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, Agent"), as administrative agent for the Lenders (as defined below) and as collateral agent for the Revolving Secured Parties (as defined in the Loan Agreement referenced below) 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, Garrison Loan Agency Services LLC, as collateral agent for the Term Loan 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 defined in the Loan Agreement) as the true and lawful attorney-in-fact 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 Amended and Restated 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.

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.

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

SWEEP ACQUISITION COMPANY

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

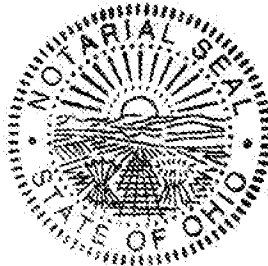
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Cuyahoga :

On this 31st of March, 2014, before me personally appeared A. Malachi Mincey III, to me known and being duly sworn, deposes and says that s/he 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.

Theresa R. Elliott

Notary Public
My Commission Expires:



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

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Cuyahoga :

On this 31st of March, 2014, before me personally appeared A. Matthew Monte, 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.

Theresa R. Elliott

Notary Public

My Commission Expires:



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

[SIGNATURE PAGE TO POWER OF ATTORNEY COMPANY ACKNOWLEDGEMENT]