

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302308

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the terms of the Intellectual Property Security Interest granted in Trademarks previously recorded on Reel 004831 Frame 0317. Assignor(s) hereby confirms the grant of Security Interest in Trademarks.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ginsey Industries, Inc.		04/04/2014	CORPORATION: PENNSYLVANIA

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: 14

Property Type	Number	Word Mark
Registration Number:	1977384	RINSE ACE
Registration Number:	1995516	RINSE ACE
Registration Number:	2797631	2-IN-1 SHOWERHEAD
Registration Number:	3309005	SCRUB AND RINSE WAND
Registration Number:	3461333	MY OWN SHOWER
Registration Number:	2260007	MY OWN SHOWER
Serial Number:	78181986	PALM SHOWER
Registration Number:	3584388	PROFLOSS
Registration Number:	3935847	PET BATHING MADE EASY
Registration Number:	3935923	A BETTER SHOWER IN A SNAP
Registration Number:	3935924	SNAP N SPRAY
Registration Number:	2907207	PLUG N SPRAY
Registration Number:	4195241	FRESH PALS
Registration Number:	4383305	LUV MY BABY

CORRESPONDENCE DATA

Fax Number: 2158325619

TRADEMARK

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:	074658-01238
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	04/22/2014

Total Attachments: 10

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GINSEY INDUSTRIES, INC.		06/29/2012	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	PNC BANK, National Association
Street Address:	1600 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1766802	AQUASSAGE
Registration Number:	2441350	AQUATOUGH
Registration Number:	3945176	BEBE STAGES
Registration Number:	1563245	CLASSIQUE
Registration Number:	2103391	DESIGN TRENDS FASHION SOFT SEATS
Serial Number:	77786593	GELSPA
Registration Number:	3939075	GELSPA
Registration Number:	1156262	GINSEY
Registration Number:	3815800	GROWINGUPGREEN
Registration Number:	3804857	GROWINGUPGREEN
Registration Number:	3843054	I-GEN
Registration Number:	3958783	MADE WITH I-GEN 100% ECO-FRIENDLY PLASTIC
Registration Number:	2372108	
Registration Number:	2386953	

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Registration Number:	3767742	SOFT GIGGLES
Registration Number:	3429669	SOFT GIGGLES
Registration Number:	3429696	SOFT GIGGLES
Registration Number:	2017366	SUREFOOT - THE ANYWHERE COMFORT MAT

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, Esquire

Address Line 1: 130 N. 18th Street

Address Line 2: One Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-01238
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	07/30/2012

Total Attachments: 13

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Supplement to Intellectual Property Security Agreement

This Supplement to Intellectual Property Security Agreement ("Supplement"), dated as of April 4, 2014, is by and between GINSEY INDUSTRIES, INC., a corporation formed under the laws of the Commonwealth of Pennsylvania (the "Grantor") and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders.

BACKGROUND

A. This Supplement is being delivered in connection with (i) that certain Revolving Credit, Term Loan and Security Agreement dated July 3, 2012 by and among Grantor, as borrower (together with each Person joined as a borrower to the Loan Agreement from time to time, collectively, the "Borrowers" and each a "Borrower"), certain financial institutions which are now or which hereafter become a party thereto as lenders ("Lenders") and Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the "Loan Agreement") and (ii) that certain Intellectual Property Security Agreement dated July 3, 2012 by Grantor in favor of Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the "IP Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the IP Security Agreement.

B. Pursuant to the Loan Agreement and the IP Security Agreement, Grantor granted to Agent, for the benefit of Lenders, a lien on and security interest in all of Grantor's Trademarks (as defined therein), all of Grantor's Patents (as defined therein) and all of Grantor's Copyrights (as defined therein).

C. Grantor has acquired certain additional trademarks and trademark applications set forth on Schedule 1(a) attached hereto and made part hereof (collectively, the "Additional Trademarks"), certain additional patents and patent applications set forth on Schedule 1(b) attached hereto and made part hereof (collectively, "Additional Patents") and certain additional copyrights and copyright applications set forth on Schedule 1(c) attached hereto and made part hereof (collectively, the "Additional Copyrights")

D. Grantor and Agent desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming Agent's lien on and security interest in the Additional Trademarks, Additional Patents and Additional Copyrights and, as set forth more fully in the IP Security Agreement and for recording in the United States Patent and Trademark Office and United States Copyright Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound hereby, covenants and agrees as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, the IP Security Agreement and the Other Documents (as defined in the Loan Agreement) and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Grantor grants a lien and security interest to Agent for the ratable benefit

of Lenders, in all of its present and future right, title and interest in and to the Additional Trademarks, Additional Patents and Additional Copyrights and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Grantor acknowledges and confirms that the rights and remedies of Agent with respect to the security interest in the Additional Trademarks, Additional Patents and Additional Copyrights granted hereby are more fully set forth in the Loan Agreement and the IP Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the IP Security Agreement contained in the Loan Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule 1 to the IP Security Agreement is hereby supplemented by the information contained on Schedule 1(a), Schedule 1(b) and Schedule 1(c). All references to Schedule 1 contained in the Loan Agreement, IP Security Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include Schedule 1(a), Schedule 1(b) and Schedule 1(c).

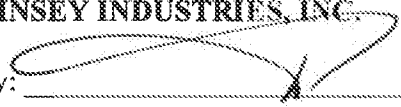
4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Loan Agreement and the IP Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of 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 by facsimile or PDF shall also bind the parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

GINSEY INDUSTRIES, INC.

By: 
Name: _____
Title: _____

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
As Agent under the Loan Agreement

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO SUPPLEMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

GINSEY INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
As Agent under the Loan Agreement

By:  _____
Name: _____
Title: _____

[SIGNATURE PAGE TO SUPPLEMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New York : SS
COUNTY OF New York :

On this 4th of April, 2014, before me personally appeared HERBERT BAILEY S. the known and being duly sworn, deposes and says that he is the CEO/PRESIDENT of GINSEY INDUSTRIES, INC., the Company described in the foregoing Supplement to Intellectual Property Security Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

SUSAN C. FISCHETTI
Notary Public, State of New York
No. 01F16294078
Qualified in Richmond County
Commission Expires December 16, 2017


Susan C. Fischetti
Notary Public

My Commission Expires:

SCHEDULE 1(A)

TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTERED MARKS AND APPLICATIONS

<u>MARK NAME</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>	<u>STATUS/ACTION DUE WINDOW</u>	<u>COUNTRY/ MATTER No.</u>
RINSE ACE		496,129	Issued 6/16/96, Next Renewal due by 6/16/28	Canada
RINSE ACE	74/606,187	1,977,384	Issued 5/28/96 Renewed 4/5/06	US
		1,995,516	Issued 8/20/1996 (old logo; not renewed)	US
2-IN-1 SHOWERHEAD	78/182,048	2,797,631	Issued 12/23/03, Renewed 12/19/2013, next Decl of Use due 12/23/23	US 96838
SCRUB AND RINSE WAND	78/739,278	3,309,005	Issued 10/9/07, Decl of Use filed, Next Renewal due by 10/9/17	US 43595
MY OWN SHOWER	77/319,200	3,461,333	Issued 7/8/08, Declaration of Use Due 7/8/2013 - 7/8/2014	US 93887
MY OWN SHOWER		2,260,007	Dead	US
PALM SHOWER	78/181986		Abandoned	US
PROFLOSS	77/419,672	3,584,388	Issued 3/3/09, Decl of Use Due 3/3/2014 - 3/3/2015	US 00198
PET BATHING MADE EASY	85/036,527	3,935,847	Issued 3/22/11	US
A BETTER SHOWER IN A SNAP	85/080,189	3,935,923	Issued 3/22/11	US
SNAP N SPRAY	85/080,281	3,935,924	Issued 3/22/11	US
PLUG N SPRAY		2,907,207	Dead	US
FRESH PALS	85/150,473 85/526,981 85/526,977	4,195,241 (Int CI 5) Notice of Allowance (Int CI 11) Notice of Allowance (Int CI 24)	Issued 8/21/12 Stmnt of Use by 8/7/14 Stmnt of Use by 8/7/14	US
LUV MY BABY	85/791,418	4,383,305	Issued 8/13/13	US

UNREGISTERED MARKS

The following unregistered marks were found in use on the website and on the online product catalog.

TRADEMARK	DESCRIPTION OF USE
	Used on www.ideafactory.com
IDEAFACTORY	Used on www.ideafactory.com
	Used on www.ideafactory.com
	Used on www.ideafactory.com
	Used on www.ideafactory.com
PROFLOSS WATERFLOSSER	Used on www.ideafactory.com
PROFLOSS WATER FLOSSER	Used on www.ideafactory.com
RINSE ACE BRAND	Used on www.ideafactory.com
RINSE ACE 2-IN-1 SHOWERHEAD	Used in product catalog
RINSE ACE CAPRI	Used in product catalog
RINSE ACE RAINFALL	Used in product catalog
RINSE ACE TAHOE	Used in product catalog
RINSE ACE SCRUB AND RINSE WAND	Used in product catalog
RINSE ACE POWER SPRAYER	Used in product catalog
POWER SPRAYER	Used in product catalog
SNAP 'N SPRAY	Used in product catalog
RINSE ACE SNAP 'N SPRAY	Used in product catalog
ASSISTED BATHER SYSTEM	Used in product catalog
RINSE ACE ASSISTED BATHER	Used in product catalog
BATH ASSIST MAT	Used in product catalog
RINSE ACE BATH ASSIST MAT	Used in product catalog
BATH ASSIST BAR	Used in product catalog
RINSE ACE BATH ASSIST BAR	Used in product catalog
ASSISTED BATHER	Used in product catalog
LONG-TERM OR TEMPORARY BATHING!	Used in product catalog
RINCE ACE BRAND POWER SPRAYER	Used in product catalog
2-IN-1 CONVERTIBLE SHOWERHEAD	Used in product catalog
POWER SPRAYER	Used in product catalog
SNAP 'N SPRAY SYSTEM	Used in product catalog

SCHEDULE 1(B)

PATENTS AND PATENT APPLICATIONS

<u>Patent / Application</u>				<u>In</u>	<u>Issue Date /</u>
<u>Number</u>	<u>Country</u>	<u>Title</u>	<u>Status</u>	<u>Market</u>	<u>Appl. Date</u>
D472,301	USA	SHOWERHEAD FOR SHOWER SPRAY SYSTEMS	Issued	YES	3/25/2003
5,560,548	USA	DIVERTER VALVE FOR SHOWER SPRAY SYSTEMS	Issued	YES	10/1/1996
2,204,126	Canada	DIVERTER VALVE FOR SHOWER SPRAY SYSTEMS	Issued	YES	12/12/2000
201,784	Mexico	SHOWERHEAD	Issued	YES	
232,026	Mexico	VALVE	Issued	YES	
5,624,073	USA	DIVERTER VALVE FOR SHOWER SPRAY SYSTEMS	Issued	YES	4/29/1997
6,704,946	USA	SPRAYER ASSEMBLY	Issued	NO	3/16/2004
6,951,286	USA	SHOWERHEAD AND FILTER ASSEMBLY	Issued	NO	10/4/2005
7,264,180	USA	AERATOR SLEEVE ATTACHMENT	Issued	YES	9/4/2007
60/373,075	USA	CLEANING SPRAY NOZZLE	Expire d		4/16/2002
7,490,783	USA	CLEANING SPRAY NOZZLE	Issued	NO	2/17/2009
7,819,340	USA	CLEANING SPRAY NOZZLE	Issued	NO	10/26/2010
8,096,488	USA	SHOWERHEAD AND VALVE ASSEMBLY FOR RECEIVING A RINSING SYSTEM	Issued	NO	1/17/2012
8,157,466	USA	CLEANING DEVICE	Issued	YES	4/17/2012
306,965	Mexico	CLEANING DEVICE	Issued	YES	1/24/2013
PCT/US95/13 370	PCT	DIVERTER VALVE FOR SHOWER SPRAY SYSTEMS			10/17/1995
PCT/US99/28 780	PCT	PLUG-IN SHOWER SYSTEM			12/6/1999
PCT/US03/11 584	PCT	CLEANING SPRAY NOZZLE	Natio nal stage		4/16/2003
PCT/US2004/ 006966	PCT	IMPROVED SHOWERHEAD AND VALVE ASSEMBLY FOR RECEIVING A RINSING SYSTEM	Natio nal stage		3/8/2004

<u>Patent / Application</u> <u>Number</u>	<u>Country</u>	<u>Title</u>	<u>Status</u>	<u>In Market</u>	<u>Issue Date / Appl. Date</u>
PCT/US2005/ 036189	PCT	CLEANING SPRAY NOZZLE	Natio nal stage		10/8/2004
PCT/US2006/ 008265	PCT	CLEANING DEVICE	Natio nal stage		3/7/2006
09/220740	USA	PLUG-IN SHOWER SYSTEM	Aband oned		12/23/1998
60/617567	USA	CLEANING SPRAY NOZZLE	Expire d		10/8/2004

SCHEDULE 1(C)

REGISTERED COPYRIGHTS

-US COPYRIGHT "RINSE ACE MAKES CLEANING YOUR BATH TUB EASY" – WORDS & MUSIC REG# Pau2-863-831