

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Little Busy Bodies, LLC		05/07/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 South Riverside Plaza		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Serial Number:	77704750	BOOGIE	
Serial Number:	77867219	SAVE THE SLEEVE	
Serial Number:	77716556	THE BUSINESS OF BEING A MOM	
Serial Number:	77724481	ACHOOZ	
Serial Number:	77233002	BOOGIE WIPES	
Serial Number:	77485579	BOOGIE MOMS	
Serial Number:	77487861	'SNOT YOUR AVERAGE WIPE	
Serial Number:	77492320	BOOGIES ON THE RUN	
Serial Number:	77648693	GENTLE SALINE WIPES FOR STUFFY NOSES	
Serial Number:	77897215	CHOOSE ACHOOZ	
Serial Number:	77923625		
Serial Number:	77954588	SALINE SOOTHERS	
Serial Number:	77954636	THE NEXT GENERATION OF TISSUES	
Serial Number:	85039330	BOOGIE BUDDY	
Serial Number:	85110709		
Serial Number:	85110691		
Serial Number:	85071753	WIPEOUTS	
Serial Number:	85071779	WIPE AWAY GERMS WITHOUT THE SQUIRMS	
TRADEMARK			

OP \$690.00 77704750

Property Type	Number	Word Mark
Serial Number:	85071792	FACES & FINGERS
Serial Number:	85071812	BOO-BOOS & OWIES
Serial Number:	85071825	SICKY ICKY NOSES
Serial Number:	85474642	NATURAL CLEAN SALINE
Serial Number:	85474651	FRESH FACES
Serial Number:	85475889	BLASTERS
Serial Number:	85474661	PUT YOUR FRESH FACE ON
Serial Number:	85530356	SALINE AMBASSADOR
Serial Number:	85530351	SNEEZERS

CORRESPONDENCE DATA

Fax Number:

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.

Email: astimac@kmlaw.com
Correspondent Name: Alison J. Stimac
Address Line 1: One East Fourth Street
Address Line 2: Suite 1400
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	FI2290-FI0056
NAME OF SUBMITTER:	Alison J. Stimac
SIGNATURE:	/Alison J. Stimac/
DATE SIGNED:	05/20/2014

Total Attachments: 7

source=IP Security Agreement - Nehemiah#page1.tif
source=IP Security Agreement - Nehemiah#page2.tif
source=IP Security Agreement - Nehemiah#page3.tif
source=IP Security Agreement - Nehemiah#page4.tif
source=IP Security Agreement - Nehemiah#page5.tif
source=IP Security Agreement - Nehemiah#page6.tif
source=IP Security Agreement - Nehemiah#page7.tif

EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of May 7, 2012, is between each of the Grantors set forth on the signature page hereof (each a "Grantor") and FIFTH THIRD BANK, as Lender ("Secured Party") under the Credit Agreement dated as of May 7, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") between NEHEMIAH MANUFACTURING COMPANY LLC and the Secured Party.

WHEREAS, each Grantor and Secured Party are parties to the Security Agreement dated as of May 7, 2012 (the "Security Agreement"); and

WHEREAS, the Secured Party and each Grantor are entering into this IP Security Agreement in order to memorialize the terms and conditions of the Security Agreement, including by recording this IP Security Agreement with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Secured Party agree as follows (with capitalized terms used but not defined herein having the meanings given to them in the Security Agreement):

1. Grant of Security. In order to secure the payment and performance of the Obligations, each Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) all (i) letters patent of the United States or any political subdivision thereof, (ii) applications for letters patent of the United States, and (iii) reissues, divisions, continuations and continuations-in-part, or extensions thereof, including, without limitation, any of the foregoing listed on Schedule 1 hereof and (iv) all rights to obtain any reissues or extensions of the foregoing (the "Patents");

(b) (i) all trademarks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, service marks, logos and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing listed on Schedule 2 hereof, and (ii) the right to obtain all renewals thereof (the "Trademarks");

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio.

IN WITNESS WHEREOF, each Grantor and Secured Party has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

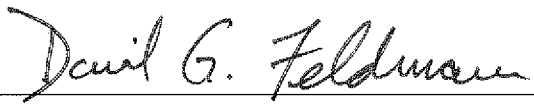
GRANTOR:

LITTLE BUSY BODIES, LLC

By: 
Name: *Richard Palmer*
Title: *President*

SECURED PARTY:

FIFTH THIRD BANK, as Secured Party

By: 
Name: Daniel G. Feldmann
Title: Vice President

SCHEDULE 1**Issued Patents and Patent Applications**

Country	Grantor	Application/Patent No.
United States	Little Busy Bodies, LLC	7,943,165
United States	Little Busy Bodies, LLC	12/950,694
United States	Little Busy Bodies, LLC	13/094,699
United States	Little Busy Bodies, LLC	13/308,494
United States	Little Busy Bodies, LLC	13/308,502

SCHEDULE 2**Trademark Registrations and Applications**

Mark	Grantor	Country	App. No.	Filing Date	Reg. Date	Reg. No.
BOOGIE	Little Busy Bodies, LLC	United States	77/704,750	4/1/2009		
SAVE THE SLEEVE	Little Busy Bodies, LLC	United States	77/867,219	11/6/2009	12/7/2010	3,887,761
THE BUSINESS OF BEING A MOM	Little Busy Bodies, LLC	United States	77/716,556	4/17/2009	8/17/2010	3,835,933
ACHOOZ	Little Busy Bodies, LLC	United States	77/724,481	4/28/2009	9/14/2010	3,848,597
BOOGIE WIPES	Little Busy Bodies, LLC	United States	77/233,002	7/18/2007	12/2/2008	3,541,165
BOOGIE MOMS	Little Busy Bodies, LLC	United States	77/485,579	5/28/2008	2/16/2010	3,750,406
'SNOT YOUR AVERAGE WIPE	Little Busy Bodies, LLC	United States	77/487,861	5/30/2008	10/13/2009	3,696,660
BOOGIES ON THE RUN	Little Busy Bodies, LLC	United States	77/492,320	6/5/2008	1/13/2009	3,560,905
GENTLE SALINE WIPES FOR STUFFY NOSES	Little Busy Bodies, LLC	United States	77/648,693	1/13/2009	12/15/2009	3,726,848
CHOOSE ACHOOZ	Little Busy Bodies, LLC	United States	77/897,215	12/18/2009	10/12/2010	3,862,058
NOSE Logo	Little Busy Bodies, LLC	United States	77/923,625	1/29/2010	11/23/2010	3,881,543
SALINE SOOTHERS	Little Busy Bodies, LLC	United States	77/954,588	3/9/2010	4/26/2011	3,952,199
THE NEXT GENERATION OF TISSUES	Little Busy Bodies, LLC	United States	77/954,636	3/9/2010	2/7/2012	4,096,654

Mark	Grantor	Country	App. No.	Filing Date	Reg. Date	Reg. No.
BOOGIE BUDDY	Little Busy Bodies, LLC	United States	85/039,330	5/14/2010	3/6/2012	4,109,524
WIPE PACKAGE TRADE DRESS	Little Busy Bodies, LLC	United States	85/110,709	8/18/2010		
GREEN & ORANGE WIPE PACKAGE TRADE DRESS	Little Busy Bodies, LLC	United States	85/110,691	8/18/2010		
WIPEOUTS	Little Busy Bodies, LLC	United States	85/071,753	6/25/2010		
WIPE AWAY GERMS WITHOUT THE SQUIRMS	Little Busy Bodies, LLC	United States	85/071,779	6/25/2010		
FACES & FINGERS	Little Busy Bodies, LLC	United States	85/071,792	6/25/2010		
BOO-BOOS & OWIES	Little Busy Bodies, LLC	United States	85/071,812	6/25/2010		
SICKY ICKY NOSES	Little Busy Bodies, LLC	United States	85/071,825	6/25/2010		
NATURAL CLEAN SALINE	Little Busy Bodies, LLC	United States	85/474,642	11/16/2011		
FRESH FACES	Little Busy Bodies, LLC	United States	85/474,651	11/16/2011		
BLASTERS	Little Busy Bodies, LLC	United States	85/475,889	11/17/2011		
PUT YOUR FRESH FACE ON	Little Busy Bodies, LLC	United States	85/474,661	11/16/2011		
SALINE AMBASSADOR	Little Busy Bodies, LLC	United States	85/530,356	1/31/2012		

Mark	Grantor	Country	App. No.	Filing Date	Reg. Date	Reg. No.
SNEEZERS	Little Busy Bodies, LLC	United States	85/530,351	1/31/2012		