

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305020

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nehemiah Manufacturing Company LLC		03/22/2013	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	222 South Riverside Plaza		
<b>Internal Address:</b>	30th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78877448	KANDOO	
<b>Serial Number:</b>	78528333	KANDOO	
<b>Serial Number:</b>	78376911	KANDOO	
<b>Serial Number:</b>	78405069	KANDOO FRESH SPLASH	
<b>Serial Number:</b>	78058611	KANDOO	
<b>Serial Number:</b>	77208609	KANDOO	
<b>Serial Number:</b>	77288382	BRIGHTFOAM	
<b>Serial Number:</b>	78625276	FRESAS DIVERTIDAS	
<b>Serial Number:</b>	78405065	FRESH SPLASH	
<b>Serial Number:</b>	78592284	FUNNY BERRY	
<b>Serial Number:</b>	78329348	JUNGLE FRUITS	
<b>Serial Number:</b>	78877441		
<b>Serial Number:</b>	78320493		
<b>Serial Number:</b>	78320508		
<b>Serial Number:</b>	78936599		
<b>Serial Number:</b>	78936601		
<b>Serial Number:</b>	78238382		
<b>Serial Number:</b>	78936602		
<b>TRADEMARK</b>			

OP \$490.00 78877448

Property Type	Number	Word Mark
Serial Number:	78645035	MAGIC MELON

**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

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

**Total Attachments: 6**

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EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of March 22, 2013, 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 Amended and Restated Credit Agreement dated as of March 22, 2013 (as further 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.

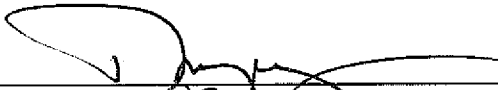

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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.

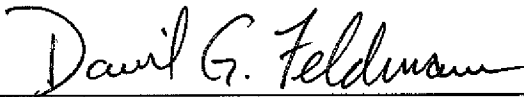
**GRANTOR:**

NEHEMIAH MANUFACTURING COMPANY  
LLC

By:   
Name:   
Title: CEO

**SECURED PARTY:**

FIFTH THIRD BANK, as Secured Party

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

**SCHEDULE 1**

Issued Patents and Patent Applications

NONE

**SCHEDULE 2**

**Trademark Registrations and Applications**

<b>Mark</b>	<b>Grantor</b>	<b>Country</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
KANDOO	Nehemiah Manufacturing Company LLC	United States	78877448	5/5/2006	10/13/2009	3697206
KANDOO	Nehemiah Manufacturing Company LLC	United States	78528333	12/7/2004	10/30/2007	3325873
KANDOO	Nehemiah Manufacturing Company LLC	United States	78376911	3/2/2004	8/1/2006	3124372
KANDOO FRESH SPLASH	Nehemiah Manufacturing Company LLC	United States	78405069	4/20/2004	9/19/2006	3146346
KANDOO	Nehemiah Manufacturing Company LLC	United States	78058611	4/16/2001	9/27/2005	3002468
KANDOO	Nehemiah Manufacturing Company LLC	United States	77208609	6/18/2007	1/29/2008	3375812
BRIGHTFOAM	Nehemiah Manufacturing Company LLC	United States	77288382	9/25/2007	2/17/2009	3577327
FRESAS DIVERTIDAS	Nehemiah Manufacturing Company LLC	United States	78625276	5/9/2005	11/28/2006	3178424
FRESH SPLASH	Nehemiah Manufacturing Company LLC	United States	78405065	4/20/2004	9/19/2006	3146345
FUNNY BERRY	Nehemiah Manufacturing Company LLC	United States	78592284	3/22/2005	10/24/2006	3163966
JUNGLE FRUITS	Nehemiah Manufacturing Company LLC	United States	78329348	11/18/2003	9/5/2006	3139813
KANDOO (FROG PALM PRINT)	Nehemiah Manufacturing	United States	78877441	5/5/2006	8/11/2009	3667904

Mark	Grantor	Country	App. No.	Filing Date	Reg. Date	Reg. No.
	Company LLC					
KANDOO (FROG PALM PRINT)	Nehemiah Manufacturing Company LLC	United States	78320493	10/29/2003	10/31/2006	3165943
KANDOO (FROG PALM PRINT)	Nehemiah Manufacturing Company LLC	United States	78320508	10/29/2003	10/31/2006	3165944
KANDOO (FROG WASHING HAIR)	Nehemiah Manufacturing Company LLC	United States	78936599	7/25/2006	4/15/2008	3413411
KANDOO (FROG WASHING HANDS)	Nehemiah Manufacturing Company LLC	United States	78936601	7/25/2006	12/4/2007	3350364
KANDOO (FROG WIPING POSE)	Nehemiah Manufacturing Company LLC	United States	78238382	4/16/2003	9/5/2006	3139743
KANDOO (FROG WITH GOGGLES)	Nehemiah Manufacturing Company LLC	United States	78936602	7/25/2006	1/22/2008	3374376
MAGIC MELON	Nehemiah Manufacturing Company LLC	United States	78645035	6/7/2005	4/17/2007	3231220