

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335019

| | | | |
|---|------------------------------|---|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Zero Odor LLC | | 02/17/2015 | LIMITED LIABILITY COMPANY: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Gerber Finance Inc. | | |
| Street Address: | 488 Madison Ave | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | CORPORATION: NEW YORK | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3954326 | ZERO ODOR THE END OF ODOR. | |
| Registration Number: | 3662065 | ZERO ODOR THE MOLECULAR ODOR ELIMINATOR | |
| Registration Number: | 3665043 | ZERO ODOR LITTER SPRAY | |
| Registration Number: | 3037677 | ZERO ODOR | |
| Registration Number: | 3189765 | 0 ZERO ODOR | |
| Registration Number: | 4069351 | LIFE STINKS | |
| Registration Number: | 4214520 | SCIENCE IN THE NAME OF LOVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>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.</i> | | | |
| Phone: | Sarah I. Cohen | | |
| Email: | sarah@gandplaw.com | | |
| Correspondent Name: | Sarah I. Cohen | | |
| Address Line 1: | 72 Austin Street PMB 406 | | |
| Address Line 4: | Forest Hills, NEW YORK 11375 | | |
| NAME OF SUBMITTER: | Sarah I. Cohen | | |
| SIGNATURE: | /Sarah I. Cohen/ | | |
| DATE SIGNED: | 03/13/2015 | | |

OP \$190.00 3954326

Total Attachments: 6

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ZERO ODOR INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Security Agreement"), dated on Feb. 17, 2015 is made by Zero Odor LLC, a New York limited liability company (the "Grantor"), in favor of Gerber Finance Inc., a New York corporation (the "Lender"), parties to the Loan Agreement dated Jan. 15, 2014 as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"),

WHEREAS, pursuant to the Loan Agreement, the Lender has agreed to make loans to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan Agreement, the Grantor pledged and granted the Lender a continuing security interest in all Intellectual Property (see schedule A);

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make a loan to Grantor, the Grantor agrees, for the benefit of the Lender, as follows:

GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

COLLATERAL: To secure the complete and timely payment of all of the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants a continuing first priority security interest in, and a right of setoff against, all of Grantor's right, title, interest and goodwill, whether presently existing or hereafter created or acquired, to Grantor's Intellectual Property in Schedule A hereto, to the Lender to secure payment, performance and observance of the obligations in the Loan Agreement.

REPRESENTATIONS AND WARRANTIES: This Security Agreement is effective to create a valid and continuing Lien on and upon the filing hereof with the United States Patent and Trademark Office, perfected security interests in favor of the Lender in all of Grantor's Intellectual Property attached hereto as Schedule A and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Security Agreement with the United States Patent and Trademark Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's lien on Grantor's Intellectual property shall have been duly taken. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property in Schedule A hereto granted hereby are more fully set forth in the Loan Agreement, the terms and provision of which (including the remedies provided therein) are incorporated by reference herein as if fully set forth herein).

COVENANTS: Grantor covenants and agrees with the Lender that from and after the date of this Security Agreement and until the Termination Date:

TRADEMARK

REEL: 005477 FRAME: 0385



- a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to the Intellectual Property (now or hereafter existing) material to the operation of Lender's business may become abandoned or dedicated, or of any adverse determination or development (including any proceeding in the United States Patent Office or any court) regarding Grantor's ownership of the Intellectual Property, its right to register the same or to keep and maintain the same.
- b) In no event shall Grantor, either directly or through an agent, employee, licensee or designee, file an application for the registration of any patent, trademark or copyright with the United States Patent and Trademark Office without giving Lender prior written notice thereof and upon request of Lender, Grantor shall execute a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's lien on such patent, trademark or copyright, and the general intangibles of Grantor relating thereto or represented hereby.
- c) Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration, and maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing or applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.
- d) In the event that any of the Intellectual Property is infringed upon, or misappropriated or diluted by a third party; Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall promptly sue for such infringement, misappropriate or dilatation and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property.

SECURITY AGREEMENT: This Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of the Lenders thereunder) remain in full force and effect in accordance with its terms.

REINSTATEMENT: This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated as the case may be, if at any time payment and performance of the obligations or any part thereof, is pursuant to applicable law, rescinded or reduced in amount or must otherwise be restored or returned by an obligor of the obligations whether as a "voidable preference", "fraudulent conveyance" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any

part thereof, is rescinded, reduced, restored or returned, the obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restore or returned.

NOTICES: Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communications shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communications with respect to this Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

EXECUTION: This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ZERO ODOR LLC

Signature: *Jan Huffelle*

Title: *President*

GERBER FINANCE INC.

Signature: *Jal*

Title: *Jennifer Palmer*

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Friday, March 13, 2015 2:28 PM

SCHEDULE A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. U.S. TRADEMARK REGISTRATIONS

| MARK | REG. NO. | DATE |
|---|----------|------------|
| ZERO ODOR THE END OF ODOR | 3954326 | 5/3/2011 |
| ZERO ODOR THE MOLECULAR ODOR ELIMINATOR | 3662065 | 7/28/2009 |
| ZERO ODOR LITTER SPRAY | 3665043 | 8/4/2009 |
| ZERO ODOR | 3037677 | 1/3/2006 |
| O ZERO ODOR | 3189765 | 12/26/2006 |
| LIFE STINKS | 4069351 | 12/13/2011 |
| ZERO IN THE NAME OF LOVE | 4214520 | 9/25/2012 |

2. INTERNATIONAL TRADEMARK REGISTRATIONS

| | | |
|---------------------------------------|------------|------------|
| ZERO ODOR (Canada) | TMA 706204 | 1/31/2008 |
| ZERO ODOR (Israel) | 197517 | 8/6/2008 |
| ZERO ODOR (Japan-Japanese Characters) | 5020005 | 1/19/2007 |
| ZERO ODOR (Japan) | 5019104 | 1/19/2007 |
| ZERO ODOR (Kuwait) | 79432 | 6/14/2009 |
| ZERO ODOR (Qatar) | 46822 | 11/16/2009 |
| ZERO ODOR (South Africa) | 2006/20225 | 1/21/2010 |
| ZERO ODOR (UAE) | 94306 | 4/15/2009 |
| ZERO ODOR (China-Chinese Characters) | 5519436 | 10/14/2009 |
| | 5519435 | 10/14/2009 |
| | 5519434 | 10/14/2009 |
| | 5519433 | 3/7/2010 |
| | 5519432 | 7/14/2010 |
| ZERO ODOR (Bahrain) | 57933 | 4/2011 |
| ZERO ODOR (EU-Design) | 011030095 | 11/14/2012 |

ZERO ODOR Pet (EU)

010940427

10/18/2012

AHORA CERO (Mexico)

1007509

10/22/2007