

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338608

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Urnex Brands, LLC		04/16/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Dr., Ste 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3090265	CAFIZA	
Registration Number:	4045242	CLEANCAF	
Registration Number:	3192536	PURO CAFF	
Registration Number:	2905085	PURO CAFF	
Registration Number:	3090267	RINZA	
Registration Number:	2129109	SANI-PURE	
Registration Number:	2806501	URNEX	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	312-863-7267		
Email:	jaclyn.digrande@goldbergekohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.327		
NAME OF SUBMITTER:	Jaclyn Di Grande		

OP \$190.00 3090265

SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	04/17/2015
Total Attachments: 5 source=Urnex - Trademark Security Agreement#page1.tif source=Urnex - Trademark Security Agreement#page2.tif source=Urnex - Trademark Security Agreement#page3.tif source=Urnex - Trademark Security Agreement#page4.tif source=Urnex - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 16, 2015, by URNEX BRANDS, LLC, a Delaware limited liability company (f/k/a Urnex Brands, Inc.) ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent ("Agent") for the Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make loans and other financial accommodations for the benefit of Grantor and its affiliates;

WHEREAS, Agent and Lenders are willing to make such loans and other financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations of Grantor, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing (until all Obligations have been Paid in Full) first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademark and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) the right to obtain all renewals thereof; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark License.

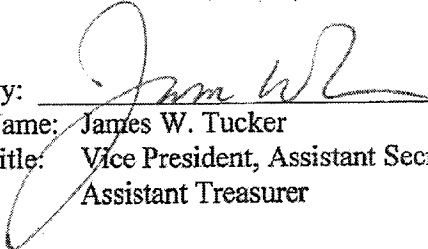
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

URNEX BRANDS, LLC (f/k/a Urnex Brands, Inc.)


By: 
Name: James W. Tucker
Title: Vice President, Assistant Secretary and
Assistant Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: ASHISH SHAH
Title: DIRECTOR

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Grantor	Trademark	Trademark Serial Number	Trademark Registration Number	Date of Filing	Date of Registration
Urnex Brands, LLC	CAFIZA	78639035	3090265	May 27, 2005	May 9, 2006
Urnex Brands, LLC	CLEANCAF	85281975	4045242	March 31, 2011	Oct. 25, 2011
Urnex Brands, LLC	PURO CAFF	78764111	3192536	November 30, 2005	Jan. 2, 2007
Urnex Brands, LLC	PURO CAFF & Design 	78320672	2905085	October 30, 2003	Nov. 23, 2004
Urnex Brands, LLC	RINZA	78639058	3090267	May 27, 2005	May 9, 2006
Urnex Brands, LLC	SANI-PURE	75257314	2129109	March 14, 1997	Jan. 13, 1998
Urnex Brands, LLC	URNEX	76497290	2806501	March 14, 2003	Jan. 20, 2004