

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLAIRE-SPRAYWAY, INC.		07/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3628612	360° THE ALL AROUND MULTI SURFACE CLEANER	
Registration Number:	1095631	CLAIRE	
Registration Number:	0814230	CLAIRE	
Registration Number:	3582463	CLAIRE GREEN	
Registration Number:	0735801	CRAZY CLEAN	
Registration Number:	3363656	DON'T LET THE BED BUGS BITE!	
Registration Number:	0817210	DUST UP	
Registration Number:	0376773	FLY JINX	
Registration Number:	2017527	GLEME	
Registration Number:	3416069	GOOD NIGHT	
Registration Number:	3193586		
Registration Number:	0735050	MISTER JINX	
Registration Number:	0651908	SPRAY WAY	
Registration Number:	1237932	SPRAYWAY	
Registration Number:	1196614	SPRAYWAY	
Registration Number:	1225641	SPRAYWAY	
Registration Number:	0662917	SPRAYWAY	
Registration Number:	3516551	SPRAYWAY	
Registration Number:	0573409	SPRAYWAY	

CH \$515.00 3628612

Property Type	Number	Word Mark
Registration Number:	1881769	THE WORLD'S BEST GLASS CLEANER
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:	312.577.8574	
Email:	humberto.aquino@kattenlaw.com	
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN	
Address Line 1:	525 WEST MONROE STREET	
Address Line 4:	CHICAGO, ILLINOIS 60661	
ATTORNEY DOCKET NUMBER:	207170-804	
NAME OF SUBMITTER:	HUMBERTO AQUINO	
SIGNATURE:	/HUMBERTO AQUINO/	
DATE SIGNED:	07/31/2015	
Total Attachments: 6		
source=Trademark Agreement (Claire)#page1.tif		
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2015, is made by Claire-Sprayway, Inc., a Delaware corporation (the “Grantor”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 31, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Subject to any exceptions and limitations set forth in, and the other terms and conditions of, the Guaranty and Security Agreement, the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those Trademark registrations and applications referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

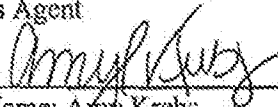
CLAIRE-SPRAYWAY, INC., as Grantor

By: 
Name: Benjamin LaCrosse
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

as Agent

By: 
Name: Amy Krebs
Title: Duly Authorized Signatory

Trademark Security Agreement (Plaza, Inc.)

**TRADEMARK
REEL: 005589 FRAME: 0329**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
360° THE ALL AROUND MULTI SURFACE CLEANER	U.S.	77521723 7/14/2008	3628612 5/26/2009	Claire-Sprayway, Inc.
CLAIRE	U.S.	73132087 6/27/1977	1095631 7/11/1978	Claire-Sprayway, Inc.
CLAIRE & Design 	U.S.	72197083 7/6/1964	0814230 9/6/1966	Claire-Sprayway, Inc.
CLAIRE GREEN & Design 	U.S.	77394836 2/12/2008	3582463 3/3/2009	Claire-Sprayway, Inc.
CRAZY CLEAN	U.S.	72130836 10/27/1961	0735801 8/7/1962	Claire-Sprayway, Inc.
DON'T LET THE BED BUGS BITE!	U.S.	78884616 5/16/2006	3363656 1/1/2008	Claire-Sprayway, Inc.
DUST UP	U.S.	72190873 4/13/1964	0817210 10/25/1966	Claire-Sprayway, Inc.
FLY JINX	U.S.	71403495 2/28/1938	0376773 4/9/1940	Claire-Sprayway, Inc.
GLEME	U.S.	75022153 11/20/1995	2017527 11/19/1996	Claire-Sprayway, Inc.
GOOD NIGHT	U.S.	78876392 5/4/2006	3416069 4/22/2008	Claire-Sprayway, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner of Record
Lady Logo 	U.S.	78825190 2/28/2006	3193586 1/2/2007	Claire-Sprayway, Inc.
MISTER JINX	U.S.	72130402 10/17/1961	0735050 7/24/1962	Claire-Sprayway, Inc.
SPRAY WAY	U.S.	72022977 1/22/1957	0651908 9/24/1957	Claire-Sprayway, Inc.
SPRAYWAY	U.S.	73314102 6/10/1981	1237932 5/17/1983	Claire-Sprayway, Inc.
SPRAYWAY	U.S.	73314103 6/10/1981	1196614 6/1/1982	Claire-Sprayway, Inc.
SPRAYWAY	U.S.	73314111 6/10/1981	1225641 2/1/1983	Claire-Sprayway, Inc.
SPRAYWAY	U.S.	72012994 7/27/1956	0662917 6/10/1958	Claire-Sprayway, Inc.
SPRAYWAY & Design 	U.S.	78974386 9/14/2006	3516551 10/14/2008	Claire-Sprayway, Inc.
SPRAYWAY (Stylized) Sprayway	U.S.	71619555 10/3/1951	0573409 4/21/1953	Claire-Sprayway, Inc.
THE WORLD'S BEST GLASS CLEANER & Design 	U.S.	74447669 10/18/1993	1881769 3/7/1995	Claire-Sprayway, Inc.

TRADEMARK APPLICATIONS

None.