

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM358782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J & D Brush Co., LLC		10/14/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deerpath Capital II, LP, as agent		
Street Address:	405 Lexington Avenue, 53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10174		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	78730175	LUXOR PRO	
Serial Number:	78759059	LURE	
Serial Number:	77321155	TS-2	
Serial Number:	85569392	WET BRUSH	
Serial Number:	85696923	INTELLIFLEX	
Serial Number:	86095955	THE WET SPRAY	
Serial Number:	85897445	WET FACE	
Serial Number:	85953255	THE LOVE BRUSH	
Serial Number:	85945758	CARBONITE	
Serial Number:	85897444	BIG BALLS	
Serial Number:	85865505	WET	
Serial Number:	85806101	THE SHINE BRUSH BY "WET" BRUSH	
Serial Number:	85806096	THE "MAN" BRUSH	
Serial Number:	85865547	THE "WET" PED	
Serial Number:	85865557	THE WET CLIP BY THE WET BRUSH	
Serial Number:	85945762	THE CONDITION BRUSH	
Serial Number:	85806105	SOFTIPS	
Serial Number:	86151643	THE "WET" BRUSH	
Serial Number:	85865512	WET DRY	
TRADEMARK			

CH \$565.00 78730175

Property Type	Number	Word Mark
Serial Number:	86186220	TIP2TOE
Serial Number:	86314852	SELFIE BRUSH
Serial Number:	86509327	EPIC COLLECTION

CORRESPONDENCE DATA

Fax Number: 7132266397

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.

Phone: 713-226-6000

Email: TMMail@porterhedges.com

Correspondent Name: Jonathan Pierce

Address Line 1: P.O. Box 4744

Address Line 4: Houston, TEXAS 77210-4744

ATTORNEY DOCKET NUMBER: 010997-0117

NAME OF SUBMITTER: Jonathan Pierce

SIGNATURE: /jmp/

DATE SIGNED: 10/15/2015

Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of October 14, 2015 (as amended, restated, modified or supplemented and in effect from time to time, the "**Agreement**"), by and between J & D BRUSH CO., LLC, a Delaware limited liability company ("**Debtor**"), and DEERPATH CAPITAL II, LP, a Delaware limited partnership ("**Deerpath**"), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, "**Secured Party**") for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and the other borrowers from time to time party thereto (collectively with Debtor, the "**Borrowers**"), the guarantors from time to time party thereto (collectively, "**Guarantors**"), Secured Party, and the lenders from time to time party thereto (collectively, the "**Lenders**") have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Loan Agreement**");

WHEREAS, Debtor and the other Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Security Agreement**"), pursuant to which Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the "**IP Collateral**"), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

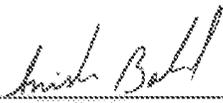
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

SECURED PARTY:

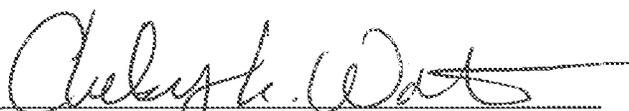
DEERPATH CAPITAL II, LP
a Delaware limited partnership,
as Agent

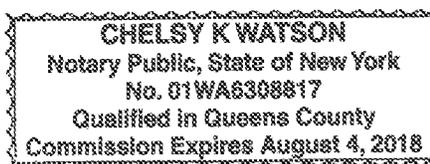
By: Deerpath Capital II General Partner, LLC
its general partner

By: 
Name: Anish Bahl
Title: Chief Financial Officer

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

This instrument was acknowledged before me on October 13, 2015, by Anish Bahl, Chief Financial Officer of Deerpath Capital II General Partner, LLC, a Delaware limited liability company, in its capacity as the general partner of Deerpath Capital II, LP, a Delaware limited partnership, for and on behalf of such limited liability company in its capacity as the general partner of such limited partnership, and for the purpose and consideration herein stated.


Notary Public in and for the State of New York



Schedule 1

to

Patent and Trademark Security Agreement

Patents:

Country	Status, Filing Date, App. Serial No.	Pat/Reg No., Issue/Reg Date	Title
USA	Issued Filed: 1/23/2008 Serial #: 29/294,679	Issued Filed: 1/23/2008 Serial #: 29/294,679	Title: Product Packaging (TS-2 packaging)
USA	Pending Filed: 5/1/2013 Serial #: 29/453,686		Title: Paddle Brush (Aquavent Paddle Brush)
USA	Pending Filed: 7/24/2014 Serial #: 29/497,451		Title: PHONE CASE HAIR BRUSH (Selfie Brush)
China	Pending Filed: 10/8/2014 Serial #: 201430377026.9		Title: PHONE CASE HAIR BRUSH (Selfie Brush)
USA	Pending Filed: 10/20/2014 Serial #: 29/506,792		Title: HAIR BRUSH (Pro Curve)
China	Pending Filed: 6/5/2015 Serial #: 201530181108.0		Title: HAIR BRUSH (Pro Curve)
USA	Pending Filed: 5/20/2015 Serial #: 29/527,552		Title: Foldable Pop Up Brush
China	New Filed: None Serial #: None		Title: Foldable Pop Up Brush
USA	Pending Filed: 5/20/2015 Serial #: 29/527,562		Title: SPRAY BRUSH
USA	Pending Filed: 8/5/2015 Serial #: 29/535,351		Title: Brush (Deluxe Wet Brush)
USA	Pending Filed: 8/5/2015		Title: Brush (Loop Brush)

	Serial #: 29/535,353		
USA	Pending Filed: 10/4/2013 Serial #: 61/886,758		Title: Phone Case Hair Brush (Selfie Brush)
USA	Pending Filed: 7/18/2014 Serial #: 14/334,963		Title: PHONE CASE HAIR BRUSH (Selfie Brush)
China	Pending Filed: 10/8/2014 Serial #: 201410525596.7		Title: PHONE CASE HAIR BRUSH (Selfie Brush)
European Union	Pending Filed: 9/15/2014 Serial #: EP11466018.0		Title: PHONE CASE HAIR BRUSH (Selfie Brush)
PCT	Pending Filed: 8/22/2014 Serial #: PCT/US14/52393		Title: PHONE CASE HAIR BRUSH (Selfie Brush)

Trademarks:

Country	Status, Filing Date, App. Serial No.	Pat/Reg No., Issue/Reg Date	Title
USA	Registered Filed: 10/10/2005 Serial #: 78/730,175	Registered: 12/9/2008 Reg. #: 3,543,671	Title: LUXOR PRO
USA	Registered Filed: 11/22/2005 Serial #: 78/759,059	Registered: 3/18/2008 Reg. #: 3,399,693	Title: LURE
USA	Registered Filed: 11/5/2007 Serial #: 77/321,155	Registered: 7/1/2008 Reg. #: 3,457,729	Title: TS-2
European Union	Registered Filed: 4/29/2008 Serial #: 006899769	Registered: 1/19/2009 Reg. #: 006899769	Title: TS-2
USA	Registered Filed: 3/14/2012 Serial #: 85/569,392	Registered: 5/7/2013 Reg. #: 4,330,506	Title: THE WET BRUSH
Australia	Registered Filed: 10/10/2013 Serial #: 1,585,228	Registered: 10/10/2013 Reg. #: 1,585,228	Title: THE WET BRUSH
Brazil	Pending Filed: 6/13/2012		Title: THE WET BRUSH

	Serial #: 904894487		
Canada	Registered Filed: 7/17/2012 Serial #: 1,586,568	Registered: 2/25/2014 Reg. #: TMA872,133	Title: THE WET BRUSH
European Union	Registered Filed: 8/15/2012 Serial #: 011120474	Registered: 4/29/2013 Reg. #: 011120474	Title: THE WET BRUSH
Israel	Pending Filed: 12/22/2013 Serial #: 261,525		Title: THE WET BRUSH
Japan	Registered Filed: 8/7/2012 Serial #: 2012-064046	Registered: 10/19/2012 Reg. #: 5,529,741	Title: THE WET BRUSH
Mexico	Registered Filed: 10/18/2013 Serial #: 1423778	Registered: 1/22/2014 Reg. #: 1428918	Title: THE WET BRUSH
Turkey	Registered Filed: 4/25/2014 Serial #: 2014/34223	Registered: 1/27/2015 Reg. #: 201434223	Title: THE WET BRUSH
USA	Registered Filed: 8/7/2012 Serial #: 85/696,923	Registered: 5/7/2013 Reg. #: 4,331,129	Title: INTELLIFLEX
Australia	Registered Filed: 10/10/2013 Serial #: 1,585,232	Registered: 10/10/2013 Reg. #: 1,585,232	Title: INTELLIFLEX
Canada	Registered Filed: 12/18/2012 Serial #: 1,607,268	Registered: 5/6/2015 Reg. #: TMA902,947	Title: INTELLIFLEX
European Union	Registered Filed: 3/4/2013 Serial #: 011623733	Registered: 7/2/2013 Reg. #: 011623733	Title: INTELLIFLEX
Mexico	Registered Filed: 11/27/2014 Serial #: 1553469	Registered: 4/24/2015 Reg. #: 1,532,623	Title: INTELLIFLEX
USA	Registered Filed: 10/18/2013 Serial #: 86/095,955	Registered: 8/26/2014 Reg. #: 4,594,669	Title: THE WET SPRAY
USA	Registered Filed: 4/8/2013 Serial #: 85/897,445	Registered: 12/31/2013 Reg. #: 4,458,123	Title: WET FACE
USA	Registered Filed: 6/7/2013 Serial #: 85/953,255	Registered: 12/31/2013 Reg. #: 4,459,211	Title: THE LOVE BRUSH
USA	Registered	Registered: 11/26/2013	Title: CARBONITE

	Filed: 5/29/2013 Serial #: 85/945,758	Reg. #: 4,440,298	
USA	Registered Filed: 4/8/2013 Serial #: 85/897,444	Registered: 11/26/2013 Reg. #: 4,439,649	Title: BIG BALLS
USA	Registered Filed: 3/4/2013 Serial #: 85/865,505	Registered: 11/5/2013 Reg. #: 4,430,065	Title: WET
USA	Registered Filed: 12/18/2012 Serial #: 85/806,101	Registered: 8/27/2013 Reg. #: 4,391,317	Title: THE SHINE BRUSH BY "WET" BRUSH
Canada	Registered Filed: 12/19/2012 Serial #: 1,607,274	Registered: 1/9/2014 Reg. #: TMA868,672	Title: THE SHINE BRUSH BY "WET" BRUSH
European Union	Registered Filed: 9/13/2013 Serial #: 12136784	Registered: 1/15/2014 Reg. #: 12136784	Title: THE SHINE BRUSH BY "WET" BRUSH
USA	Registered Filed: 12/18/2012 Serial #: 85/806,096	Registered: 3/4/2014 Reg. #: 4,492,700	Title: THE "MAN" BRUSH
USA	Registered Filed: 3/4/2013 Serial #: 85/806,096	Registered: 8/13/2013 Reg. #: 4,384,066	Title: THE WET PED
USA	Registered Filed: 3/4/2013 Serial #: 85/865,557	Registered: 10/15/2013 Reg. #: 4,418,140	Title: THE WET CLIP BY THE WET BRUSH
USA	Registered Filed: 5/29/2013 Serial #: 85/945,762	Registered: 5/13/2014 Reg. #: 4,528,274	Title: THE CONDITION BRUSH
USA	Registered Filed: 12/18/2012 Serial #: 85/806,105	Registered: 3/4/2014 Reg. #: 4,492,701	Title: SOFTIPS
China	Registered Filed: 9/24/2013 Serial #: 13279861	Registered: 3/7/2015 Reg. #: 13,279,861	Title: THE WET BRUSH WITH INTELLIFLEX
South Africa	Pending Filed: 9/20/2013 Serial #: 2013/26568		Title: THE WET BRUSH WITH INTELLIFLEX
Taiwan	Pending Filed: 9/25/2013 Serial #: 102053176		Title: THE WET BRUSH WITH INTELLIFLEX
USA	Registered Filed: 12/23/2013 Serial #: 86/151,643	Registered: 6/24/2014 Reg. #: 4,556,057	Title: THE WET BRUSH Logo

			
USA	Registered Filed: 3/4/2013 Serial #: 85/865,512	Registered: 12/31/2013 Reg. #: 4,460,215	Title: WET DRY
USA	Registered Filed: 2/6/2014 Serial #: 86/186,220	Registered: 9/9/2014 Reg. #: 4,601,012	Title: TIP2TOE
USA	Registered Filed: 6/19/2014 Serial #: 86/314,852	Registered: 3/3/2015 Reg. #: 4,695,005	Title: SELFIE BRUSH
European Union	Registered Filed: 6/23/2014 Serial #: 013019922	Registered: 11/13/2014 Reg. #: 013019922	Title: SELFIE BRUSH
China	Pending Filed: 7/18/2015 Serial #: 14,820,605		Title: SELFIE BRUSH & Design (Chinese characters) 
China	Pending Filed: 12/1/2014 Serial #: 15,826,733		Title: Shi Mo Shu 
USA	Pending Filed: 1/21/2015 Serial #: 86/509,327		Title: EPIC COLLECTION
China	Pending Filed: April 2015 Serial #: None		Title: WET BRUSH Logo 