

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361356

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VPC Fuller Brush Operating Corp.		09/15/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Privatebank and Trust Company		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	State Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	2756149	FULLER BRUSH	
Registration Number:	0622830	FULSOL	
Registration Number:	2261266	HOUSE OF FULLER	
Registration Number:	2239082	HOUSE OF FULLER	
Registration Number:	2239083	HOUSE OF FULLER	
Registration Number:	0979569	SATIN SKIN	
Registration Number:	2239047	A FULLER LIFE	
Registration Number:	3078971		
Registration Number:	0587665	FUL-AIRE	
Registration Number:	1402725	FULLER	
Registration Number:	0815666	FULLER	
Registration Number:	0815837	FULLER	
Registration Number:	0815704	FULLER	
Registration Number:	0815675	FULLER	
Registration Number:	0815805	FULLER	
Registration Number:	0815939	FULLER	
Registration Number:	0531093	FULLER	
Registration Number:	0539836	FULLER	
Registration Number:	0528990	FULLER	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	0527098	FULLER
Registration Number:	2866580	FULLER BRUSH
Registration Number:	2866581	FULLER BRUSH
Registration Number:	0622918	FUL-LUBE
Registration Number:	0629336	FUL-SCAT
Registration Number:	1340805	LUSTREBRUSH
Registration Number:	1912157	NATURE'S CHOICE
Registration Number:	1955247	NATURE'S CHOICE
Registration Number:	1824822	NATURE'S CHOICE
Registration Number:	2880758	THE FULLER BRUSH COMPANY
Registration Number:	2896619	THE FULLER BRUSH COMPANY
Registration Number:	2864212	THE FULLER BRUSH COMPANY
Registration Number:	4730108	FULLER BRUSH CO. FORMULA 21 ODOR ELIMINA
Registration Number:	2360401	STANLEY HOME PRODUCTS
Registration Number:	2251533	STANLEY HOME PRODUCTS
Registration Number:	2253763	STANLEY HOME PRODUCTS
Registration Number:	2251534	STANLEY HOME PRODUCTS
Registration Number:	2253764	STANLEY HOME PRODUCTS
Registration Number:	2253765	STANLEY HOME PRODUCTS
Registration Number:	2253766	STANLEY HOME PRODUCTS
Registration Number:	2253767	STANLEY HOME PRODUCTS
Registration Number:	2255730	STANLEY HOME PRODUCTS
Registration Number:	1337482	STANLEY
Registration Number:	1250098	STANLEY HOME PRODUCTS
Registration Number:	1203290	C-PLUS
Registration Number:	0877467	STANLEY
Registration Number:	0636462	STANLEY

CORRESPONDENCE DATA

Fax Number: 2029068669

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: 202.906.8618

Email: ipmail@dykema.com

Correspondent Name: Eric T. Fingerhut

Address Line 1: 1300 I St., NW, Suite 300 West

Address Line 4: Centreville, D.C. 20005

ATTORNEY DOCKET NUMBER: 104085-0349

NAME OF SUBMITTER: Eric T. Fingerhut

SIGNATURE:	/eric t. fingerhut/
DATE SIGNED:	11/05/2015
Total Attachments: 11 source=Trademark Security Agreement (VPC Fuller Brush Operating Corp. to The Privatebank and Trust Company)#page1.tif source=Trademark Security Agreement (VPC Fuller Brush Operating Corp. to The Privatebank and Trust Company)#page2.tif source=Trademark Security Agreement (VPC Fuller Brush Operating Corp. to The Privatebank and Trust Company)#page3.tif source=Trademark Security Agreement (VPC Fuller Brush Operating Corp. to The Privatebank and Trust Company)#page4.tif source=Trademark Security Agreement (VPC Fuller Brush Operating Corp. to The Privatebank and Trust Company)#page5.tif source=Trademark Security Agreement (VPC Fuller Brush Operating Corp. to The Privatebank and Trust Company)#page6.tif source=Trademark Security Agreement (VPC Fuller Brush Operating Corp. to The Privatebank and Trust Company)#page7.tif source=Trademark Security Agreement (VPC Fuller Brush Operating Corp. to The Privatebank and Trust Company)#page8.tif source=Trademark Security Agreement (VPC Fuller Brush Operating Corp. to The Privatebank and Trust Company)#page9.tif source=Trademark Security Agreement (VPC Fuller Brush Operating Corp. to The Privatebank and Trust Company)#page10.tif source=Trademark Security Agreement (VPC Fuller Brush Operating Corp. to The Privatebank and Trust Company)#page11.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Security Agreement**") made as of September 15, 2015, by VPC FULLER BRUSH OPERATING CORP., a Delaware corporation ("**Borrower**") in favor of THE PRIVATEBANK AND TRUST COMPANY ("**Lender**").

W I T N E S S E T H

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) To the knowledge of Borrower, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Borrower agrees that until Borrower's Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement. For the avoidance of doubt, this Security Agreement does not limit or affect Borrower's right to grant nonexclusive licenses to third parties to use any of the Trademarks or to enter into coexistence agreements or settlement agreements with respect to any of the Trademarks in the ordinary course of business to the extent not otherwise prohibited by the terms of the Financing Agreements.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Obligations and the termination of the Financing Agreements. Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All reasonable out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Obligations.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Obligations under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

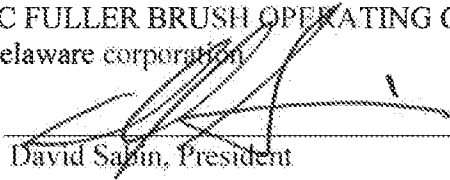
19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

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IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

VPC FULLER BRUSH OPERATING CORP.,
a Delaware corporation

By 
David Sabin, President

Agreed and Accepted
As of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY

By _____
Brett Hrupek, Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005661 FRAME: 0989

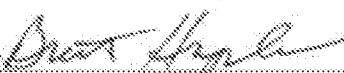
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VPC FULLER BRUSH OPERATING CORP.,
a Delaware corporation

By _____
David Sabin, President

Agreed and Accepted
As of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY

By  _____
Brett Hrupek, Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005661 FRAME: 0990

SCHEDULE A

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date
VPC Fuller Brush Operating Corp.	FULLER BRUSH	78133038	6/4/02	2756149	8/26/03
VPC Fuller Brush Operating Corp.	FULSOL	71686042	4/22/55	0622830	3/6/56
VPC Fuller Brush Operating Corp.	HOUSE OF FULLER	74621079	1/29/95	2261266	7/13/99
VPC Fuller Brush Operating Corp.	HOUSE OF FULLER	74621077	1/13/95	2239082	4/13/99
VPC Fuller Brush Operating Corp.	HOUSE OF FULLER	74621078	1/13/95	2239083	4/13/99
VPC Fuller Brush Operating Corp.	SATIN SKIN	72450884	3/8/73	0979569	2/26/74
VPC Fuller Brush Operating Corp.	A FULLER LIFE	74461681	11/22/93	2239047	4/13/99
VPC Fuller Brush Operating Corp.	DESIGN ONLY	78520408	11/19/04	3078971	4/11/06
VPC Fuller Brush Operating Corp.	FUL-AIRE	71647285	5/19/53	0587665	3/30/54
VPC Fuller Brush Operating Corp.	FULLER	73513515	12/14/84	1402725	7/29/86

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date
VPC Fuller Brush Operating Corp.	FULLER	72215852	4/6/65	0815666	9/27/66
VPC Fuller Brush Operating Corp.	FULLER	72215850	4/6/65	0815837	9/27/66
VPC Fuller Brush Operating Corp.	FULLER	72215851	4/6/65	0815704	9/27/66
VPC Fuller Brush Operating Corp.	FULLER	72215853	4/6/65	0815675	9/27/66
VPC Fuller Brush Operating Corp.	FULLER	72215857	4/6/65	0815805	9/27/66
VPC Fuller Brush Operating Corp.	FULLER	72215860	4/6/65	0815939	9/27/66
VPC Fuller Brush Operating Corp.	Fuller	71592424	2/14/50	0531093	9/19/50
VPC Fuller Brush Operating Corp.	Fuller	71543434	12/5/47	0539836	3/27/51
VPC Fuller Brush Operating Corp.	FULLER	71543436	12/5/47	0528990	8/15/50
VPC Fuller Brush Operating Corp.	Fuller	71543433	12/5/47	0527098	7/4/50
VPC Fuller Brush Operating Corp.	FULLER BRUSH	78193023	12/2/02	2866580	7/27/04

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date
VPC Fuller Brush Operating Corp.	FULLER BRUSH	78193067	12/10/02	2866581	7/27/04
VPC Fuller Brush Operating Corp.	FUL-LUBE	71686047	4/22/55	0622918	3/13/56
VPC Fuller Brush Operating Corp.	FUL-SCAT	71686048	4/22/55	0629336	6/26/56
VPC Fuller Brush Operating Corp.	LUSTREBRUSH	73511476	12/3/84	1340805	6/11/85
VPC Fuller Brush Operating Corp.	NATURE'S CHOICE	74801706	1/25/93	1912157	8/15/95
VPC Fuller Brush Operating Corp.	NATURE'S CHOICE	74351685	1/25/93	1955247	2/6/96
VPC Fuller Brush Operating Corp.	NATURE'S CHOICE	74300762	8/3/92	1824822	3/8/94
VPC Fuller Brush Operating Corp.	THE FULLER BRUSH COMPANY	76459889	10/15/02	2880758	9/7/04
VPC Fuller Brush Operating Corp.	THE FULLER BRUSH COMPANY	76459898	10/15/02	2896619	10/26/04
VPC Fuller Brush Operating Corp.	THE FULLER BRUSH COMPANY	76459899	10/15/02	2864212	7/20/04

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date
VPC Fuller Brush Operating Corp.	FULLER BRUSH CO. FORMULA 21 ODOR ELIMINATOR	86198071	2/19/14	4730108	5/5/15
VPC Fuller Brush Operating Corp.	STANLEY HOME PRODUCTS	75804476	9/21/99	2360401	6/20/00
VPC Fuller Brush Operating Corp.	STANLEY HOME PRODUCTS	75516865	7/10/98	2251533	6/8/99
VPC Fuller Brush Operating Corp.	STANLEY HOME PRODUCTS	75516866	7/10/98	2253763	6/15/99
VPC Fuller Brush Operating Corp.	STANLEY HOME PRODUCTS	75516867	7/10/98	2251534	6/8/99
VPC Fuller Brush Operating Corp.	STANLEY HOME PRODUCTS	75516868	7/10/98	2253764	6/15/99
VPC Fuller Brush Operating Corp.	STANLEY HOME PRODUCTS	75516869	7/10/98	2253765	6/15/99
VPC Fuller Brush Operating Corp.	STANLEY HOME PRODUCTS	75516870	7/10/98	2253766	6/15/99
VPC Fuller Brush Operating Corp.	STANLEY HOME PRODUCTS	75516871	7/10/98	2253767	6/15/99
VPC Fuller Brush Operating Corp.	STANLEY HOME PRODUCTS	75516873	7/10/98	2255730	6/22/99

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date
VPC Fuller Brush Operating Corp.	STANLEY	73479625	5/10/84	1337482	5/28/85
VPC Fuller Brush Operating Corp.	STANLEY HOME PRODUCTS	73314154	6/10/81	1250098	9/6/83
VPC Fuller Brush Operating Corp.	C-PLUS	73265585	6/9/80	1203290	8/3/82
VPC Fuller Brush Operating Corp.	STANLEY	72317157	1/21/69	0877467	9/23/69
VPC Fuller Brush Operating Corp.	STANLEY	72004856	3/19/56	0636462	10/30/56