TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366121

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
C. B. Fleet Company, Incorporated		12/15/2015	CORPORATION: VIRGINIA
C.B. Fleet Investment Corporation		12/15/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GCI Capital Markets LLC, as Agent
Street Address:	666 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4797097	RASH PREVENTOR
Registration Number:	4741171	THE MOST TRUSTED NAME IN LAXATIVES
Registration Number:	4823228	SUMMER'S EVE
Registration Number:	4838495	HAIL TO THE V
Registration Number:	4684977	HAIL TO THE V
Registration Number:	1692343	COMFORTIP
Registration Number:	1666226	SUMMER'S EVE
Registration Number:	1650460	FEMININE BATH
Registration Number:	1626580	FEMININE POWDER
Registration Number:	1626581	FEMININE WASH
Registration Number:	1239151	BABYLAX
Serial Number:	86801903	SUMMER'S EVE SE
Serial Number:	86799137	

CH $340.00 4797097

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-131
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	12/16/2015

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of this 15th of December, 2015 by **C. B. FLEET COMPANY, INCORPORATED**, a Virginia corporation ("CB Fleet"), **C.B. FLEET INVESTMENT CORPORATION**, a Delaware corporation ("CB Investment", and together with CB Fleet, collectively, the "Grantors" and each individually a "Grantor"), in favor of **GCI CAPITAL MARKETS LLC**, in its capacity as administrative agent and collateral agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, the Grantors, the other Guarantors party thereto (collectively with the Grantors, each a "Loan Party" and collectively, the "Loan Parties"), Lenders, Agent, and GCI Capital Markets LLC, as sole lead arranger and sole book runner, are parties to that certain Amended and Restated Loan and Security Agreement of even date herewith (as same may be amended, restated, amended and restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to the Borrowers by Agent and Lenders;

WHEREAS, Loan Parties have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Loan Parties including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantors' trademarks, patents, copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Loan Parties under the Loan Agreement and the Other Documents;

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, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Lenders are granted in conjunction with the rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks, Patents and Copyrights (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks, the Patents and the Copyrights) with or without judicial process upon the occurrence of an Event of Default that is continuing. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement. In the event of a conflict between the terms of this Agreement and the Loan Agreement, the Loan Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement, of a

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continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark registration and trademark application listed on Schedule I annexed hereto, each patent listed on Schedule II and each copyright listed on Schedule III (such trademarks, patents and copyrights referred to as the "Trademarks", "Patents," and "Copyrights" respectfully), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, patent or copyright, or (b) injury to the goodwill associated with any trademark; but (for the avoidance of doubt) excluding the Excluded Collateral.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or encumber its rights and interest in the Trademarks, Patents or Copyrights without prior written consent of Agent except to the extent otherwise permitted pursuant to the Loan Agreement.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement that is continuing, each Grantor hereby covenants and agrees that Agent, for the benefit of Lenders and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks, Patents and/or Copyrights covered hereby. Each Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Trademarks, Patents and/or Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and/or Copyrights to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and/or Copyrights to anyone else including, without limitation, the power to execute a trademark/patent/copyright assignment in the form attached hereto as Exhibit 1, provided that the Agent shall not assign or otherwise dispose of any Trademark owned by any Grantor without assigning the assets and goodwill of the business associated therewith; and any assignment not in compliance with the foregoing shall be null and void. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedies shall not preclude the exercise of any other rights or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this

Agreement shall be construed to impose any duties on Agent, any Lender or their respective permitted successors and assigns.

6. Counterparts. This 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.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

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

C. B. FLEET COMPANY, INCORPORATED

By: Jeffery A Hayenga
Name: Jeffery A. Hayenga
Title: Chief Financial Officer

C.B. FLEET INVESTMENT CORPORATION

By: Jeffery A Hayenga
Name: Jeffery A. Hayenga
Title: Treasurer

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Agreed and Accepted,

GCI CAPITAL MARKETS LLC,
as Agent

By: _____
Name: Marc C. Robinson
Title: Managing Director

SCHEDULE I

TRADEMARK REGISTRATIONS & APPLICATIONS

Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
C. B. Fleet Company, Incorporated	RASH PREVENTOR	U.S. Federal	86569361	19-Mar-2015	4797097	18-Aug-2015
C. B. Fleet Company, Incorporated	THE MOST TRUSTED NAME IN LAXATIVES	U.S. Federal	86476261	10-Dec-2014	4741171	19-May-2015
C. B. Fleet Company, Incorporated	SUMMER'S EVE	U.S. Federal	86304997	10-Jun-2014	4823228	29-Sep-2015
C.B. Fleet Investment Corporation	HAIL TO THE V	U.S. Federal	86977259	15-Jul-2014	4838495	20-Oct-2015
C.B. Fleet Investment Corporation	HAIL TO THE V	U.S. Federal	85342983	10-Jun-2011	4684977	10-Feb-2015
C. B. Fleet Company, Incorporated	SUMMER'S EVE SE	U.S. Federal	86801903	28-Oct-2015		
C. B. Fleet Company, Incorporated	Design Only	U.S. Federal	86799137	26-Oct-2015		
C. B. Fleet Company, Incorporated	COMFORTIP	U.S. Federal	74000460	16-Nov-1989	1692343	09-Jun-1992
C. B. Fleet Company, Incorporated	SUMMER'S EVE	U.S. Federal	74023839	29-Jan-1990	1666226	26-Nov-1991
C.B. Fleet Investment Corporation	FEMININE BATH	U.S. Federal	74028944	14-Feb-1990	1650460	09-Jul-1991
C.B. Fleet Investment Corporation	FEMININE POWDER	U.S. Federal	74028876	14-Feb-1990	1626580	11-Dec-1990

C.B. Fleet Investment Corporation	FEMININE WASH	U.S. Federal	74028877	14-Feb-1990	1626581	11-Dec-1990
C.B. Fleet Investment Corporation	BABYLAX	U.S. Federal	73342984	22-Dec-1981	1239151	24-May-1983

SCHEDULE II

PATENT REGISTRATIONS & APPLICATIONS

Owner	Patent	Jurisdiction	App. #	App. Date	Patent / Publication #	Registration Date
C. B. Fleet Company, Inc.	COMPOSITION AND METHOD OF TREATING AND PREVENTING DIAPER RASH	U.S.	14523585	24-Oct-2013		
C. B. Fleet Company, Inc.	spray composition for treating and preventing diaper rash	U.S.	14561935	05-Dec-2014		
C. B. Fleet Company, Inc.	taste masking of bitter pharmaceuticals, laxatives composition, method of making and method of use thereof	U.S.	14572666	16-Dec-2014		
C. B. Fleet Company, Inc.	bisacodyl liquid suppository	U.S.	62218795	15-Sep-2015		
C. B. Fleet Company, Inc.	HEMORRHOID preparation and sheets	U.S.	62211522	28-Aug-2015		
C. B. Fleet Company, Inc.	ENEMA DISPENSER	U.S.	14337753	02-Jul-2014	20150018778	

SCHEDULE III

COPYRIGHT REGISTRATIONS

None.

EXHIBIT 1

TRADEMARK/PATENT/COPYRIGHT ASSIGNMENT

WHEREAS, [_____] ("Grantor") is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof ("Trademarks"), (ii) patents listed on Schedule B attached hereto and made a part hereof ("Patents"), which are registered in the United States Patent and Trademark Office, and (iii) copyrights listed on Schedule C attached hereto and made a part hereof ("Copyrights"); and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said **[Trademarks/Patents/Copyrights]**;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated December 15, 2015 between Grantor, certain of its affiliates and Grantee, all of its present and future right, title and interest in and to the **[Trademarks/Patents/Copyrights]** and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark /Patent/Copyright Assignment to be executed as of the ___ day of _____.

[_____]

By:_____
Attorney-in-fact

Witness:

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