

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM379012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		03/31/2016	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Sage Products, LLC		
Street Address:	3909 Three Oaks Road		
City:	Cary		
State/Country:	ILLINOIS		
Postal Code:	60013		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2726132	COMFORT BATH	
Registration Number:	2552118	COMFORT PERSONAL CLEANSING	
Registration Number:	2552099	COMFORT PERSONAL CLEANSING	
Registration Number:	2557852	COMFORT SHIELD	
Registration Number:	3063623	ESSENTIAL	
Registration Number:	2844643	ESSENTIAL BATH	
Registration Number:	2736660	EXOPHERYL	
Registration Number:	2979787	IMPREVA	
Registration Number:	2768246	IMPREVA BATH	
Registration Number:	1388777	PEROX-A-MINT	
Registration Number:	3152200	PREVALON	
Registration Number:	2871722	Q-CARE	
Registration Number:	3535957	Q-CARE RX	
Registration Number:	1867946	SAGE	
Registration Number:	2634332	SAGE PRODUCTS INC	
Registration Number:	0783283	TOOTHETTE	
Registration Number:	2614211	TOOTHETTE ORAL CARE	
Registration Number:	3875960	TRAPTEX	

CH \$465.00 2726132

CORRESPONDENCE DATA**Fax Number:** 2127514864

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: 212-906-1200**Email:** angela.amaru@lw.com**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru**Address Line 1:** 885 Third Avenue**Address Line 2:** Suite 1000**Address Line 4:** New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	039269-0372
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	04/01/2016

Total Attachments: 5

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COPYRIGHT COLLATERAL RELEASE AGREEMENT

This Agreement to Release of Copyright Collateral (this "Release") dated this 31st day of March, 2016 is made by and between BARCLAYS BANK PLC, having a place of business at 745 Seventh Avenue, New York, New York 10019 ("BARCLAYS") and SAGE PRODUCTS, LLC, an Illinois corporation ("SAGE PRODUCTS") having a place of business at 3909 Three Oaks Road, Cary, Illinois 60013.

WHEREAS, SAGE PRODUCTS and BARCLAYS, as an administrative agent for the Secured Parties (as defined in the First Lien Credit Agreement), entered into a First Lien Copyright Security Agreement, dated December 13, 2012 (as further amended, supplemented or otherwise supplemented from time to time in accordance with its terms, the "First Lien Copyright Security Agreement"), relative to a First Lien Credit Agreement, dated as of December 13, 2012, (as further amended, supplemented or otherwise supplemented from time to time in accordance with its terms, the "First Lien Credit Agreement"), in which SAGE PRODUCTS granted a security interest to BARCLAYS in the Copyright Collateral, as defined below, as security for the payment or performance in full of the Secured Obligations under the First Lien Credit Agreement, including the Guaranteed Obligations under the First Lien Credit Agreement, subject to the terms and conditions contained therein.

WHEREAS, SAGE PRODUCTS and BARCLAYS, as an administrative agent for the Secured Parties (as defined in the Second Lien Credit Agreement), entered into a Second Lien Copyright Security Agreement, dated December 13, 2012 (as further amended, supplemented or otherwise supplemented from time to time in accordance with its terms, the "Second Lien Copyright Security Agreement", and, together with the First Lien Copyright Security Agreement, the "Copyright Security Agreements"), relative to a Second Lien Credit Agreement, dated as of December 13, 2012, (as further amended, supplemented or otherwise supplemented from time to time in accordance with its terms, the "Second Lien Credit Agreement"), in which SAGE PRODUCTS granted a security interest to BARCLAYS in the Copyright Collateral, as defined below, as security for the payment or performance in full of the Secured Obligations under the Second Lien Credit Agreement, including the Guaranteed Obligations under the Second Lien Credit Agreement, subject to the terms and conditions contained therein.

NOW THIS RELEASE WITNESSETH that:

1. As of the date of this Release, BARCLAYS hereby unconditionally and irrevocably RELEASES the security interest in the COPYRIGHT COLLATERAL, which is defined as:

(a) all copyright rights in any work subject to the copyright laws of the United States to which SAGE PRODUCTS or any of the Grantors to the Copyright Security Agreements now or hereafter has any right, title, or interest therein, whether as author, assignee, transferee or otherwise, and all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Exhibit 1 hereto;

(b) the right to, and to obtain, all extensions and renewals thereof, and the right to sue or otherwise recover for past, present and future infringements or other violations of any of the foregoing;

(c) all Proceeds (as defined in the First Lien Copyright Security Agreement) of the foregoing items (a) and (b), including license fees, royalties, income, payments, claims, damages and proceeds of suit, and all Proceeds (as defined in the Second Lien Copyright Security Agreement) of the foregoing items (a) and (b), including license fees, royalties, income, payments, claims, damages and proceeds of suit; and

(d) all other rights accruing thereunder or pertaining thereto throughout the world.

2. Upon the execution of this Release, the COPYRIGHT COLLATERAL shall be absolutely freed and discharged of and from BARCLAYS'S security interest as provided in the Copyright Security Agreements.

3. Notwithstanding anything to the contrary herein, BARCLAYS shall, at SAGE PRODUCTS'S expense, procure, deliver or execute and deliver to SAGE PRODUCTS or such other persons designated by SAGE PRODUCTS in writing, from time to time, all further documents, and take any other actions, as may be reasonably requested by SAGE PRODUCTS or which are required to carry into effect or to give legal effect to the provisions of this Release and the other transactions contemplated hereby.


4. This Release may not be changed except in a writing signed by the party against whose interest such change shall operate. This Release shall be governed by and construed under the internal laws of the State of New York, without regard to the conflict of laws, rules or principles thereof (or any other jurisdiction) to the extent such laws, rules or principles would direct a matter to another jurisdiction (other than New York General Obligations Law Sections 5-1401 and 5-1402).

5. This Release may be executed by one or more of the parties to this letter on any number of separate counterparts (including by facsimile or other electronic imaging means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this letter by facsimile or other electronic transmission (e.g., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, this Release had been duly executed as of the day and year first above written.

BARCLAYS BANK PLC

By:  _____

Name:

Title:

Vanessa A. Kurbatskiy

Vice President

SAGE PRODUCTS, LLC

By: Richard D. Naponelli
Name: Richard Naponelli
Title: Chief Financial Officer

Signature Page to Sage First Lien Copyright Collateral Release

TRADEMARK
REEL: 005763 FRAME: 0610

EXHIBIT 1

**SCHEDULE A
to
COPYRIGHT SECURITY AGREEMENTS**

COPYRIGHT REGISTRATIONS AND APPLICATIONS

Title	Application No.	Publication Date	Registration No.	Registration Date
Sage Comfort	-	11/30/2000	VA0001106380	12/18/2001