

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379016

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|-----------------------------------|-------------------------------------|----------------------------|---|
| 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

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

Total Attachments: 6

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TRADEMARK COLLATERAL RELEASE

This Agreement to Release of Trademark 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 Trademark 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 Trademark 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 TRADEMARK COLLATERAL, which is 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 Trademark 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 Trademark Security Agreement", and, together with the First Lien Trademark Security Agreement, the "Trademark 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 TRADEMARK COLLATERAL, which is 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 TRADEMARK COLLATERAL, which is defined as:
 - (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in *connection therewith, including registrations and registration applications* in the United States Patent and Trademark Office, including the registrations and registrations applications listed in **EXHIBIT 1** hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor to the First Lien Trademark Security Agreement or the Second Lien Trademark Security Agreement and all goodwill connected with the use thereof and symbolized thereby;
 - (b) general intangibles of a like nature;
 - (c) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, 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 TRADEMARK COLLATERAL shall be absolutely freed and discharged of and from BARCLAYS'S security interest as provided in the Trademark 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 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 transaction 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 conflicts 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 the 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 Second Lien Trademark Collateral Release



TRADEMARK
REEL: 005763 FRAME: 0622

EXHIBIT 1

**SCHEDULE A
to
TRADEMARK SECURITY AGREEMENTS**

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Mark | Jurisdiction | Serial No. / Filing Date | Registration No. / Registration Date |
|---|---------------------|---------------------------------|---|
| COMFORT BATH | U.S. | 75/308318 6/13/1997 | 2726132 6/17/2003 |
| COMFORT PERSONAL CLEANSING and Design  | U.S. | 76/122571 9/5/2000 | 2552118 3/26/2002 |
| COMFORT PERSONAL CLEANSING and Design  | U.S. | 76/114699 8/23/2000 | 2552099 3/26/2002 |
| COMFORT SHIELD | U.S. | 75/916836 2/11/2000 | 2557852 4/9/2002 |
| ESSENTIAL | U.S. | 78/587910 3/15/2005 | 3063623 2/28/2006 |
| ESSENTIAL BATH (Stylized)  | U.S. | 78/089833 10/23/2001 | 2844643 5/25/2004 |
| EXOPHERYL | U.S. | 78/095535 11/28/2001 | 2736660 7/15/2003 |
| IMPREVA | U.S. | 78/359293 1/29/2004 | 2979787 7/26/2005 |
| IMPREVA BATH | U.S. | 78/114409 3/13/2002 | 2768246 9/23/2003 |
| PEROX-A-MINT | U.S. | 73/545461 6/28/1985 | 1388777 4/8/1986 |
| PREVALON | U.S. | 78/611830 4/19/2005 | 3152200 10/3/2006 |

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| Q-CARE | U.S. | 78/277383 7/22/2003 | 2871722 8/10/2004 |
| Q-CARE RX | U.S. | 77/188773 5/23/2007 | 3535957 11/25/2008 |
| SAGE | U.S. | 74/396864 6/1/1993 | 1867946 12/20/1994 |
| SAGE PRODUCTS INC. and Design  | U.S. | 76/202724 1/30/2001 | 2634332 10/15/2002 |
| TOOTHETTE | U.S. | 72/192718 5/5/1964 | 0783283 1/12/1965 |
| TOOTHETTE ORAL CARE and Design  | U.S. | 76/144475 10/10/2000 | 2614211 9/3/2002 |
| TRAPTEX | U.S. | 77/919018 1/25/2010 | 3875960 11/16/2010 |