

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clean Ones Corporation		06/22/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	86606585	CLEAN & SIMPLE	
Registration Number:	4772898	SPLASH	
Registration Number:	4906006	SPLASH COMPLEMENTS	
Registration Number:	4498133		
Registration Number:	4608225	WORKIN' GLOVES	
Registration Number:	4427954	ACTIVE GRIP	
Registration Number:	4239098	100% PHTHALATE FREE	
Registration Number:	4029956	WE ARE YOUR BRAND	
Registration Number:	3729877	CROSS WAVE	
Registration Number:	3273987	WORKIN' GLOVES	
Registration Number:	3003936	SPLASH	
Registration Number:	1540533	CLEAN ONES	
Registration Number:	1530902	FOR CLEAN HANDS ON DIRTY JOBS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>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.</i>			
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		

CH \$340.00 86606585

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Oscar Ruiz

SIGNATURE: /Oscar Ruiz/

DATE SIGNED: 06/22/2016

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 22nd day of June 2016, Clean Ones Corporation, a California corporation (“*Debtor*”), in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to Antares Capital LP, as successor by merger to General Electric Capital Corporation (“*Antares*”), with its mailing address 500 West Monroe Street, Chicago, Illinois 60661, Attn: Bradshaw Account Officer, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Antares acting as such administrative agent and any successor(s) or assign(s) to Antares acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

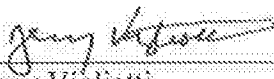
to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement dated December 28, 2012 (such Security Agreement, as the same may from time to time be amended, modified or restated, including supplements thereto which add additional parties as Debtors thereunder, being hereinafter referred to as the “*Security Agreement*”), by and among the Debtor, the other debtors from time to time party thereto, and the Agent, as the same may be amended, modified, or restated from time to time.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Agent on an “intent-to-use” trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, by the recording of a Statement of Use or amendment to allege use with the United States Patent and Trademark Office. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

CLEAN ONES CORPORATION, a California corporation

By: 
Name: Jerry Vigliotti
Title: Vice President, Chief Financial Officer,
Secretary and Treasurer

Trademark Collateral Agreement

TRADEMARK
REEL: 005819 FRAME: 0522

Accepted and agreed to as of the date and year first above written.

ANTARES CAPITAL LP, as Agent

By: 

Name: Adam Chalmers

Title: Duly Authorized Signatory

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

Mark	Application No.	Application Date	Registration No.	Registration Date
CLEAN & SIMPLE	86606585	4/22/15	N/A	N/A
SPLASH	86460657	11/20/14	4772898	7/14/15
SPLASH COMPLEMENTS	86451412	11/11/14	4906006	2/23/16
DESIGN ONLY	86050980	8/28/13	4498133	3/18/14
WORKING GLOVES	86016876	7/22/13	4608225	9/23/14
ACTIVE GRIP	85781756	11/16/12	4427954	11/5/13
100% PHTHALATE FREE	85456067	10/25/11	4239098	11/6/12
WE ARE YOUR BRAND	85212312	1/6/11	4029956	9/20/11
CROSS WAVE	77669406	2/12/09	3729877	12/22/09
WORKIN' GLOVES	77034742	11/1/06	3273987	8/7/07
SPLASH	78395863	4/2/04	3003936	10/4/05
CLEAN ONES	73742968	7/29/88	1540533	5/23/89
FOR CLEAN HANDS ON DIRTY JOBS	73743062	7/29/88	1530902	3/21/89