

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412057

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks - First Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dr. Fresh, LLC		12/29/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.
Street Address:	111 West Monroe, 20th Floor East
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Registration Number:	2860088	ABSOLUTE WHITE
Registration Number:	3872009	AEROBLAST
Registration Number:	4308720	BEBRITE
Registration Number:	4099132	BIG TUFT
Registration Number:	2648137	DR. FRESH
Registration Number:	3418139	DR. FRESH
Registration Number:	4237025	FIREFLY
Registration Number:	4051236	INFECTIGUARD
Registration Number:	3654262	INFECTIGUARD
Registration Number:	3306127	KRAZER
Registration Number:	3209126	ORAFIX
Registration Number:	3907352	ORAFRESH
Registration Number:	3297116	ORALFRESH
Registration Number:	3906445	ORAZYME
Registration Number:	3810831	ORAZYME
Registration Number:	3947954	ORAZYME
Registration Number:	4099179	ORAZYME-D
Registration Number:	4886405	REACH CURVE

CH \$1840.00 2860088

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3810624	SHAVEGUARD
Registration Number:	551649	TEK
Registration Number:	3933314	THE ORIGINAL LIGHTUP TIMER TOOTHBRUSH
Registration Number:	3673374	REACH ULTRACLEAN
Registration Number:	3888096	CRYSTAL CLEAN
Registration Number:	3593027	HARD TO REACH PLACES
Registration Number:	1031482	REACH
Registration Number:	1987378	REACH
Registration Number:	3823183	REACH BY DESIGN
Registration Number:	1840577	
Registration Number:	1849328	WONDER GRIP
Registration Number:	4002838	FLOSS CLEAN
Registration Number:	3810822	AYURGUARD
Registration Number:	4281665	CARE PAIR
Registration Number:	3827598	CRYSTAL CLEAN
Registration Number:	3912749	
Registration Number:	3820374	
Registration Number:	4498402	DIFFERENT BY DESIGN
Registration Number:	3985289	DR FRESH BON VOYAGE
Registration Number:	4034404	DR FRESH VELOCITY
Registration Number:	3451981	DR.FRESH DAILIES
Registration Number:	4099137	EASYSLIDE
Registration Number:	3912835	FIGHT DECAY THE "DR. FRESH WAY"
Registration Number:	3810811	FISTBUMP
Registration Number:	3092627	FLOSH
Registration Number:	4056427	FLOURDEX
Registration Number:	3915682	FORHANS
Registration Number:	3939587	FORHANS
Registration Number:	4063413	INSTANT CELEBRITY
Registration Number:	4099146	LIPLUPTUOUS
Registration Number:	3858518	LONGLAST
Registration Number:	3841052	MAX
Registration Number:	3955724	MICRAWHITENING
Registration Number:	3943956	MOMINTS
Registration Number:	4192276	ONE
Registration Number:	3209259	QUASAR
Registration Number:	3933529	REACH
Registration Number:	3983108	REACH

Property Type	Number	Word Mark
Registration Number:	3850744	REACH
Registration Number:	3850745	REACH
Registration Number:	1882255	REACH
Registration Number:	1897544	REACH
Registration Number:	3823184	REACH BY DESIGN
Registration Number:	4036444	REACH DIFFERENT BY DESIGN
Registration Number:	2680863	REACH MAX
Registration Number:	4732325	REACH TIP
Registration Number:	4143504	REACH WONDERGRIP
Registration Number:	3810832	SALZYME
Registration Number:	3904257	SELECTOBAC
Registration Number:	4732326	STELLABERRY
Registration Number:	4094965	TEK EXCEL
Registration Number:	4094964	TEK PRO
Registration Number:	4099141	TEK T4
Registration Number:	4075002	WONDERGRIP
Registration Number:	4001860	DAZZLING WHITE

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Tiantian Zhu, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Tiantian Zhu

SIGNATURE: /TZ/

DATE SIGNED: 01/12/2017

Total Attachments: 7

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NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 29, 2016, (this “Agreement”), by Dr. Fresh, LLC (the “Grantor”), in favor of BMO Harris Bank N.A., as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement dated as of June 30, 2016 (together with all exhibits and schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among High Ridge Brands Co. (the “Parent Borrower”), CDR HRB Buyer, the Subsidiary Borrowers from time to time party thereto, Inc., the Lenders and other financial institutions party thereto, the Issuers party thereto and the Administrative Agent, as administrative agent for the Lenders and the Issuers, the Lenders and Issuers have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to a First Lien Pledge and Security Agreement dated as of June 30, 2016 in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

Section 2. Notice and Confirmation of Grant of Security Interest in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby confirms the grant, made pursuant to the Security Agreement, to the Administrative Agent for the benefit of the Secured Parties, of a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, subject to existing licenses to use the Trademarks granted by Grantor (the “Trademark Collateral”):

(a) all Trademarks owned by Grantor, including, but not limited to, those set forth on Schedule I hereto;

(b) all rights to sue at law or in equity for any past, present and/or future infringement or impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom; and

(c) all Proceeds with respect to any of the foregoing, including claims, license fees, royalties and any other fees or payments.

Section 3. Security Agreement

This Agreement confirms the security interest granted to the Administrative Agent pursuant to the Security Agreement, and has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Section 5. Governing Law

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the United States, in respect of trademark issues and, in all other respects, including as to validity, interpretation and effect, by the laws of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Dr. Fresh, LLC

By: 

Name: Richard S. Kirk, Jr.


Title: Vice President and Secretary

[Signature Page to First Lien Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005964 FRAME: 0803

ACKNOWLEDGED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A.,
as Administrative Agent

By: 
Name: Brian Boczkowski
Title: Managing Director

[Signature Page to First Lien Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005964 FRAME: 0804

SCHEDULE I



TO

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations and Applications

A. U.S. REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date
ABSOLUTE WHITE	2860088	7/6/2004
AEROBLAST	3872009	11/9/2010
BEBRITE	4308720	3/26/2013
BIG TUFT	4099132	2/14/2012
DR. FRESH	2648137	11/12/2002
DR. FRESH	3418139	4/29/2008
FIREFLY	4237025	11/6/2012
INFECTIGUARD	4051236	11/8/2011
INFECTIGUARD	3654262	7/14/2009
KRAZER	3306127	10/9/2007
ORAFIX	3209126	2/13/2007
ORAFRESH	3907352	1/18/2011
ORALFRESH	3297116	9/25/2007
ORAZYME	3906445	1/18/2011
ORAZYME	3810831	6/29/2010
ORAZYME	3947954	4/19/2011
ORAZYME-D	4099179	2/14/2012
REACH CURVE	4886405	01/12/2016
SHAVEGUARD	3810624	6/29/2010
TEK	551649	12/4/1951
THE ORIGINAL LIGHTUP TIMER TOOTHBRUSH	3933314	3/22/2011
REACH ULTRACLEAN	3673374	8/25/2009
CRYSTAL CLEAN	3888096	12/7/2010
HARD TO REACH PLACES	3593027	3/17/2009
REACH	1031482	1/27/1976
REACH	1987378	7/16/1996
REACH BY DESIGN	3823183	7/20/2010
REACH DESIGN #3	1840577	6/21/1994
REACH TIP	4,732,325	5/5/2015
WONDER GRIP	1849328	8/9/1994

FLOSS CLEAN	4002838	7/26/2011
AYURGUARD Cross References: AIR GUARD	3810822	6/29/2010
CARE PAIR	4281665	1/29/2013
CRYSTAL CLEAN	3827598	8/03/2010
Design Only 	3912749	2/01/2011
Design Only 	3820374	7/20/2010
DIFFERENT BY DESIGN	4498402	3/18/2014
DR FRESH BON VOYAGE Cross References: DOCTOR FRESH BON VOYAGE	3985289	6/28/2011
DR FRESH VELOCITY Cross References: DOCTOR FRESH VELOCITY	4034404	10/04/2011
DR.FRESH DAILIES Cross References: DOCTOR FRESH DAILIES	3451981	6/24/2008
EASYSLIDE Cross References: EASY SLIDE	4099137	2/14/2012
FIGHT DECAY THE "DR. FRESH WAY" Cross References: FIGHT DECAY THE "DOCTOR FRESH WAY"	3912835	2/01/2011
FISTBUMP Cross References: FIST BUMP	3810811	6/29/2010
FLOSH Cross References: FLOSS	3092627	5/16/2006
FLOURDEX Cross References: FLOUR DECKS	4056427	11/15/2011
FORHANS	3915682	2/08/2011
FORHANS	3939587	4/05/2011
INSTANT CELEBRITY	4063413	11/29/2011
LIPLUPTUOUS	4099146	2/14/2012
LONGLAST Cross References: LONG LAST	3858518	10/05/2010

MAX	3841052	8/31/2010
MICRAWHITENING	3955724	5/03/2011
MOMINTS Cross References: MORE MINTS, MOMENTS	3943956	4/12/2011
ONE	4192276	3/29/2007
QUASAR	3209259	2/13/2007
REACH	3933529	3/22/2011
REACH	3983108	6/28/2011
REACH	3850744	9/21/2010
REACH	3850745	9/21/2010
REACH	1882255	3/07/1995
REACH	1897544	6/06/1995
REACH BY DESIGN	3823184	7/20/2010
REACH DIFFERENT BY DESIGN	4036444	10/04/2011
REACH MAX	2680863	1/28/2003
REACH TIP	4732325	5/05/2015
REACH WONDERGRIP Cross References: REACH WONDER GRIP	4143504	5/15/2012
SALZYME	3810832	6/29/2010
SELECTOBAC Cross References: SELECTOBACK	3904257	1/11/2011
STELLABERRY Cross References: STELLA BERRY	4732326	5/05/2015
TEK EXCEL Cross References: TECH EXCEL	4094965	2/07/2012
TEK PRO	4094964	2/07/2012
TEK T4 Cross References: TECH T 4	4099141	2/14/2012
WONDERGRIP Cross References: WONDER GRIP	4075002	12/20/2011
Dazzling White	4001860	7/26/2011

B. U.S. TRADEMARK APPLICATIONS

None.