

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM421003

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Guardian Technologies LLC		03/21/2017	Corporation: Limited Liability Company

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	1375 East 9th Street
<b>Internal Address:</b>	1 Cleveland Center/OH4-375-1300
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	Corporation: OHIO

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	85311028	PUREGUARDIAN
Serial Number:	85549204	HEPAFRESH
Serial Number:	87185842	

**CORRESPONDENCE DATA**

**Fax Number:** 5134210991  
*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:** 5133694224  
**Email:** ipdocket@portierwright.com  
**Correspondent Name:** HOLLY D. KOZLOWSKI  
**Address Line 1:** 41 SOUTH HIGH STREET  
**Address Line 2:** 29TH FLOOR  
**Address Line 4:** COLUMBUS, OHIO 43215

<b>NAME OF SUBMITTER:</b>	Tracy L. Torrence
<b>SIGNATURE:</b>	/Tracy L. Torrence/
<b>DATE SIGNED:</b>	03/24/2017

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of March 23, 2017, is made by **Guardian Technologies LLC**, an Ohio limited liability company (the "Borrower"), in favor of **Bank of America, N.A.** ("Lender").

### Background Information

As a condition precedent to the making of advances by Lender under the Loan Agreement dated as of even date herewith (the "Loan Agreement") between Borrower and Lender, and pursuant to a Security Agreement dated of even date herewith (the "Security Agreement") between Borrower and Lender, Borrower has granted to Lender a security interest in, among other property, certain of Borrower's Intellectual Property, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office. Capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Loan Agreement.

### Provisions

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees with Lender as follows:

1. **Grant of Security.** Borrower hereby grants to Lender for the benefit of Lender a security interest in and to all of the right, title and interest of Borrower in, to and under Borrower's Intellectual Property, wherever located, and whether now existing or hereafter arising or acquired from time to time, including without limitation the following (collectively, the "IP Collateral"):

(a) the patents, patent licenses, and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the "Patents");

(b) the trademark registrations, applications, and licenses set forth in Schedule 2 hereto, together with the goodwill of the business connected with the use of and symbolized thereby and all extensions, reissues, continuations, and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to Borrower set forth in Schedule 3 hereto, and all extensions, reissues, continuations, and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, injury to goodwill, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Obligations Secured.** The security interest granted herein shall secure the obligations of Borrower under the Loan Agreement.

3. **Recordation.** Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

4. **New Collateral.** If, before all obligations of Borrower to Lender under the Loan Agreement and Security Agreement shall have been irrevocably paid in full and the Loan Agreement and/or Security Agreement terminated, Borrower shall obtain rights to any new Intellectual Property or IP Collateral, the provisions of this Agreement shall automatically apply thereto as if the same were identified on the Schedules hereto as of the date hereof, and Borrower shall give Lender written notice thereof. Borrower hereby authorizes Lender to modify this Agreement by amending the Schedules hereto to include any future Intellectual Property or IP Collateral as contemplated by Sections 1 and 4 hereof and, at Lender's request, Borrower shall execute any documents or instruments required by Lender in order to modify this Agreement as provided by this Section 4.

5. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and Security Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. The provisions of the Loan Agreement and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Intellectual Property, the IP Collateral, and Lender's security interests therein are as more fully set forth in the Loan Agreement and Security Agreement, and nothing in this Agreement shall be deemed to limit such rights and remedies.

6. **Execution in Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

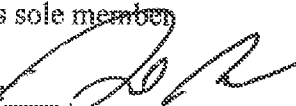
8. **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

*[Signature Page Follows]*

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered as of the date first above written.

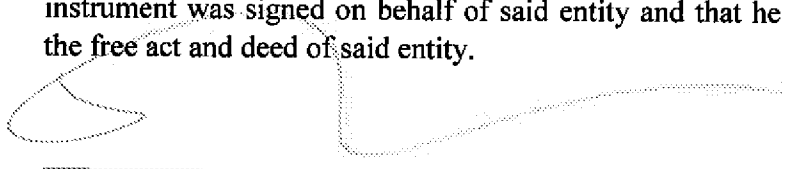
GUARDIAN TECHNOLOGIES LLC, an Ohio limited liability company

By: RDJ LLC, an Ohio limited liability company, its sole member

By:   
Typed Name: David Brickner  
Title: Manager

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF CUYAHOGA        )

On this 21<sup>st</sup> day of March 2017, before me personally appeared David Brickner, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Guardian Technologies LLC, an Ohio limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.



Notary Public


Name:

My commission expires:

THOMAS W. OSTROWSKI, ATTORNEY AT LAW  
NOTARY PUBLIC - STATE OF OHIO  
MY COMMISSION HAS NO EXPIRATION DATE  
SECTION 147.03 R.C.

AGREED TO AND ACCEPTED:

**BANK OF AMERICA, N.A.**

By:   
\_\_\_\_\_  
Typed Name: Gregg Bush  
Title: Senior Vice President

*Signature Page to Intellectual Property Security Agreement*

**TRADEMARK**  
**REEL: 006018 FRAME: 0718**

**SCHEDULE I**

- A. Registered Patents: See Attached
- B. Patent Applications: See Attached
- C. Patent Licenses: See Attached

Country	Case Type	Title	App. No.	Filing Date	Exp. Date	Patent Number	Issue Date	Status
US	DES	HAND HELD VACUUM CLEANER AND BASE	29/271,470	01/19/2007	06/16/2023	D594,607	06/16/2009	Granted
EM	DES	HAND HELD VACUUM CLEANER AND BASE	746,136	06/25/2007	06/25/2032	000746136	06/25/2007	Granted
US	ORD	AIR SANITIZING AND CHARGING/RECHARGING BASE AND RECHARGABLE DEVICE ARRANGEMENT	12/014,919	01/16/2008	01/19/2008			Abandoned
UK	ORD	UVC AIR STERILIZER CHARGE BASE FOR A BATTERY POWERED HAND HELD VACUUM	0800783.3	01/17/2008				Abandoned
DE	ORD	UVC AIR STERILIZER CHARGE BASE FOR A BATTERY POWERED HAND HELD VACUUM	102008005082.2	01/18/2008				Abandoned
US	DES	PLUGGABLE WALL FILTER	29/357,491	03/12/2010	04/19/2025	D636,475	04/19/2011	Granted
US	DES	AIR PURIFIER	29/410,451	01/09/2012	05/01/2026	D658,751	05/01/2012	Granted
CA	DES	AIR PURIFIER	146,345	07/04/2012	05/08/2023	146,345	05/08/2013	Granted
US	DES	AIR PURIFIER	29/410,467	01/09/2012	05/01/2026	D658,752	05/01/2012	Granted
CA	DES	AIR PURIFIER	146,346	07/04/2012	05/08/2023	146,346	05/08/2013	Granted
US	PRO	TAILGATE SENSOR	61/655,127	06/04/2012	06/04/2013			Expired



Country	Case Type	Title	App. No.	Filing Date	Exp. Date	Patent Number	Issue Date	Status
US	PRO	TRUCK BED COVER SENSOR	61/691,421	08/21/2012	08/21/2013			Expired
US	ORD	TAILGATE SENSOR	13/838,189	03/15/2013	03/15/2033	9,061,627	06/23/2015	Granted
CA	ORD	TAILGATE SENSOR	2,816,851	05/24/2013				Pending
US	PRO	FIRE RETARDANT PIPES AND FITTINGS FOR SPRINKLERS SYSTEMS						CLOSED
US	DES	HUMIDIFIER	29/446,803	02/27/2013	02/25/2028	D700,310	02/25/2014	Granted
CA	DES	HUMIDIFIER	150,021	02/28/2013	01/07/2024	150,021	01/07/2014	Granted
US	DES	HUMIDIFIER	29/446,804	02/27/2013	09/30/2028	D714,430	09/30/2014	Granted
CA	DES	HUMIDIFIER	150,020	02/28/2013	01/07/2024	150,020	01/07/2014	Granted
US	DES	TABLE TOP AIR PURIFIER	29/464,149	08/13/2013	12/08/2029	D745,128	12/08/2015	Granted
CA	DES	TABLE TOP AIR PURIFIER	152,610	08/26/2013	08/25/2024	152,610	08/25/2014	Granted
US	DDV	TABLE TOP AIR PURIFIER	29/544,293	11/02/2015	06/21/2031	D759,797	06/21/2016	Granted
US	DCP	TABLE TOP AIR PURIFIER WITH A PROJECTOR	29/564,006	05/10/2016				Pending
US	DES	AIR PURIFIER	29/484,878	03/13/2014	10/28/2028	D716,428	10/28/2014	Granted
CA	DES	AIR PURIFIER	157,648	07/15/2014	02/11/2025	157,648	02/11/2015	Granted
US	DES	PLUGGABLE WALL AIR PURIFIER	29/484,881	03/13/2014	12/09/2028	D719,251	12/09/2014	Granted
CA	DES	PLUGGABLE WALL AIR PURIFIER	157,649	07/15/2014	02/11/2025	157,649	02/11/2015	Granted
US	DES	AIR PURIFIER	29/484,883	03/13/2014	06/09/2029	D731,633	06/09/2015	Granted
CA	DES	AIR PURIFIER	157,650	07/15/2014	02/11/2025	157,650	02/11/2015	Granted
CN	DES	AIR PURIFIER	201430336002.9	09/12/2014	09/11/2024	ZL201430336002.9	03/25/2015	Granted
US	DES	PLUGGABLE WALL AIR PURIFIER	29/500,069	08/21/2014				Abandoned

Country	Case Type	Title	App. No.	Filing Date	Exp. Date	Patent Number	Issue Date	Status
CA	ORD	PLUGGABLE WALL AIR PURIFIER	158,894	09/25/2014				Abandoned
CN	DES	GG1100 PLUGGABLE WALL AIR PURIFIER						CLOSED
US	DES	TAILGATE SENSOR	29/509,021	11/13/2014	02/16/2030	D749,439	02/16/2016	Granted
CA	DES	TAILGATE SENSOR	162,414	05/11/2015	04/20/2026	162,414	04/20/2016	Granted
US	DES	PLUGGABLE WALL AIR PURIFIER	29/508,914	11/12/2014	03/08/2030	03/08/2016	D751,184	Granted
CA	DES	PLUGGABLE WALL AIR PURIFIER	159,962	12/05/2014	08/04/2025	159,962	08/04/2015	Granted
CN	DES	PLUGGABLE WALL AIR PURIFIER	201430467278.0	11/24/2014	11/23/2024	ZL 201430467278.0	07/15/2015	Granted
CA	DES	TOWER HUMIDIFIER	168806	06/02/2016				Pending
CN	DES	TOWER HUMIDIFIER	201603426059	07/25/2016	07/25/2026	ZL 2016303426059	10/26/2016	Pending
EP	DES	TOWER HUMIDIFIER	003359918	09/01/2016		003359918-0001		Granted
US	DES	TOWER HUMIDIFIER	29/565,321	05/19/2016				Pending
US	DES	AIR SANITIZER	29/573,664	08/09/2016				Pending
CA	DES	TABLE TOP AIR PURIFIER WITH A PROJECTOR	170,665	09/26/2016				Pending
CN	DES	TABLE TOP AIR PURIFIER WITH A PROJECTOR	2016305225552	11/01/2016				Pending

CLEVELAND/461070v.3

**SCHEDULE 2**

Trademark Registrations and Applications: See Attached  
 Trademark Licenses: See Attached

Country	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Goods/Services
US	PUREGUARDIAN	85/311,028	05/03/11	4,491,470	03/04/14	Air purifiers; humidifiers (class 11)
US	HEPAFRESH	85/549,204	02/22/12	4,343,564	05/28/13	Air purifier filters (class 11)
Canada	PUREGUARDIAN	1,526,480	05/05/11	828,171	07/17/12	Air purifiers; humidifiers
US	PETRIDISH LOGO	87/185,842	09/28/16			Humidifiers; dehumidifiers; air purifiers; air sanitizers; aroma diffusers (class 11)
Canada	HEPAFRESH	1,566,082	02/27/12	TMA894,846	01/22/15	Air purifier filters
China	GERMGUARDIAN	11,532,012	09/24/12	11532012	06/21/14	Sanitizing equipment and installations (class 11)
China	GERMGUARDIAN	19,345,972	03/18/16			Air purifiers and humidifiers (class 11)
China	PUREGUARDIAN	11,532,010	09/24/12	11,532,010	02/28/14	Air purifiers, humidifiers, sanitizing equipment (class 11)
China	PUREGUARDIAN	11,532,009	09/24/12	11,532,009	02/28/14	Toothbrushes; water apparatus for cleaning teeth and gums; toothbrushes, electric; tooth brush containers; kitchen tools (class 21)

**SCHEDULE 3**

- A. Registered Copyrights: none
- B. Copyright Applications: none
- C. Copyright Licenses: none