

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEIMAN PRODUCTS, LLC		06/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5123985	MAGIC	
Registration Number:	4828791	PRO-POWER	
CORRESPONDENCE DATA			
Fax Number:	3125774688		
<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)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Carole Dobbins		
SIGNATURE:	/Carole Dobbins/		
DATE SIGNED:	06/30/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of June 30, 2017 (this "Agreement"), by WEIMAN PRODUCTS, LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent (as defined in the Credit Agreement) for the Lenders (as hereinafter defined) (in such capacity, "Grantee").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of the date hereof, by and among Grantor, Urnex Brands, LLC, a Delaware limited liability company ("Urnex"; together with Grantor, the "Borrowers"), Agent and the financial institutions from time to time party thereto as lenders (the "Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and the Lenders have agreed to make loans and other financial accommodations for the benefit of the Borrowers and their Affiliates (as defined in the Credit Agreement);

WHEREAS, pursuant to the terms of that certain Amended and Restated Guarantee and Collateral Agreement dated as of the date hereof, by and among Grantee, Grantor and the other Loan Parties (as defined in the Credit Agreement) from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations of Grantor, Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing (until all Obligations have been Paid in Full) first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created, acquired or arising (collectively, the

“Trademark Collateral”; provided that the Trademark Collateral shall not include the Excluded Property):

- A. all of its Trademarks including those referred to on Schedule I hereto;
- B. the right to obtain all renewals thereof; and
- C. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark.

3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Lenders, pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

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.

WEIMAN PRODUCTS, LLC


By: 

Name: Jeffrey R. Shannon

Title: Vice President, Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: Lynn Rehn
Title: Director

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date
MAGIC	87/066,289	6/9/16	5123985	1/17/17
PRO POWER	86/456,225	11/17/14	4828791	10/6/15

TRADEMARK APPLICATIONS

None.