

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VI-JON, INC.		08/17/2017	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	100 N Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5083062	GERM-X EVERYWHERE	
Registration Number:	5083074	GERM-X EVERYWHERE	
Registration Number:	5028685	GO PLACES. TOUCH THINGS.	
Registration Number:	4477907	NUTRILOCK	
Registration Number:	4999696	OMNIPOD	
Registration Number:	4681241	SALON EFFECTS	
Registration Number:	5014599	V VI ·JON	
Serial Number:	86420222	GERM-X3	
Serial Number:	86574321	GERM-X EVERYWHERE	
Serial Number:	87310516	GERM-X GO	
Serial Number:	87322264	MINERAL SPRING	
Serial Number:	87322299	MOUNTAIN FALLS	
Serial Number:	86825688	OMNIPOD AUTOMATIC	
Serial Number:	87162167	SIMPLY U	
Serial Number:	87163130	SIMPLY U	
Serial Number:	87461088	SIMPLY U	
Serial Number:	87461120	SIMPLY U	
Serial Number:	87428359	SONOMA SPA	

OP \$465.00 5083062

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 800-494-5225**Email:** ipteam@cogencyglobal.com**Correspondent Name:** Stewart Walsh**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** Cogency Global Inc.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F172144
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	08/18/2017

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of August 17, 2017, by VI-JON, INC. (the “Pledgor”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgor is a party to an Amended and Restated Security Agreement dated as of August 17, 2017 (as amended, restated or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party

hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

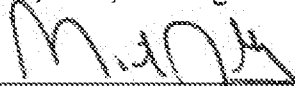
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

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

Very truly yours,

VI-JON, INC., as Pledgor

By: 

Name: Michael Groos

Title: Corporate Controller

[Trademark Security Agreement]

TRADEMARK
REEL: 006133 FRAME: 0481

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Law Forest Brody

Name: Law Forest Brody

Title: Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 006133 FRAME: 0482

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Reg. #</u>	<u>Registered</u>	<u>Serial #</u>	<u>Filed</u>	<u>Country</u>
GERM-X3 (005)**			86,420,222	10/10/14	US
GERM-X EVERYWHERE (003, 005)**			86,574,321	3/24/15	US
germ-x everywhere (design)(003, 005)	5,083,062	11/15/16	86,642,266	5/27/15	US
germ-x everywhere (logo swoosh design)(003, 005)	5,083,074	11/15/16	86,648,235	6/2/15	US
GERM-X GO**(005)			87,310,516	1/23/17	US
GO PLACES. TOUCH THINGS. (005)	5,028,685	8/23/16	86,979,660	12/10/15	US
MINERAL SPRING** (003,005)			87,322,264	2/2/17	US
MOUNTAIN FALLS** (003, 005)			87,322,299	2/2/17	US
NUTRILOCK (003)	4,477,907	2/4/14	85,970,227	6/26/13	US
OMNIPOD (021)	4,999,696	7/12/16	86,629,749	5/14/15	US
OMNIPOD AUTOMATIC (021)*			86,825,688	11/19/15	US
SALON EFFECTS (003)	4,681,241	2/3/15	86,302,935	6/6/14	US
SIMPLY U (003)**			87,162,167	9/6/16	US
SIMPLY U (003)(Style & design)**			87,163,130	9/7/16	US
SIMPLY U (005)**			87,461,088	5/23/17	US
SIMPLY U (005)** (Style & design)			87,461,120	5/23/17	US

SONOMA SPA** (003)			87,428,359	4/27/17	US
V VI-JON and design (040)	5,014,599	8/2/16	86,775,028	10/01/15	US

* To be cancelled or abandoned.

** Registration pending.