

Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

NC Brands L.P.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 21, 2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Webster Bank, National Association

Street Address: 14 Bank Street

City: New Milford

State: CT

Country: US Zip: 06776

- Individual(s) Citizenship _____
- Association Citizenship US
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

Green Gone - U.S. Application 87317502

B. Trademark Registration No.(s)

Yellow Out - U.S. Registration Number 1345458; Yellow Gone - U.S. Registration Number 2400641

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Reld and Riege, P.C.

Internal Address: Sharon M. Jagel

Street Address: One Financial Plaza

City: Hartford

State: CT Zip: 06103

Phone Number: 860-240-1159

Docket Number: _____

Email Address: sjagel@rriawpc.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00

- Authorized to be charged to deposit account
- Enclosed

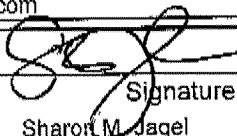
8. Payment Information:

VISA

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Sharon M. Jagel

9/25/2017

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

OP \$190.00 87317502

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USPTO COVER SHEET – CONTINUATION PAGE OF FORM PTO-1594

NC BRANDS L.P. Assignment to WEBSTER BANK, NATIONAL ASSOCIATION

ITEM # 4 Continued

Green to Clean - U.S. Registration 2309509

Drive Out - U.S. Registration 1638795

Coral Seas - U.S. Registration 1924991

Green Relief - U.S. Registration 4878858

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**MORTGAGE AND SECURITY AGREEMENT
(TRADEMARKS)**

THIS MORTGAGE AND SECURITY AGREEMENT (TRADEMARKS) (the "Mortgage") made as of the 8th day of September, 2017, between **NC BRANDS L.P.**, a limited partnership organized under the laws of the State of Delaware with an office and principal place of business at 40 Richards Avenue, Norwalk, Connecticut 06854 (the "Borrower"), and **WEBSTER BANK, NATIONAL ASSOCIATION** (formerly known as Webster Bank), a national banking association chartered under the laws of the United States of America with an office at 14 Bank Street, New Milford, Connecticut 06776 (the "Secured Party").

WHEREAS, Borrower, affiliates of Borrower, and Secured Party have entered into a certain Commercial Revolving Loan and Security Agreement (as amended from time to time, the "Loan Agreement") evidencing a certain revolving credit loan and certain term loans (collectively, the "Loans"); and

WHEREAS, pursuant to the Loan Agreement, Borrower and affiliates of Borrower have executed and delivered to Secured Party certain promissory notes to evidence the Loans (the "Notes"); and

WHEREAS, the Borrower is the sole and exclusive owner of the United States trademarks and trademark applications and all other corresponding trademarks and trademark applications in any states or foreign countries as set forth on Schedule A annexed hereto and made a part hereof (the "Trademark Rights"); and

WHEREAS, pursuant to the Loan Agreement, the Borrower has granted the Secured Party a security interest in, among other things, the Trademark Rights, on the terms and conditions set forth in the Loan Agreement; and

WHEREAS, it is an obligation of the Borrower pursuant to the Loan Agreement to execute and deliver this Mortgage;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth in the Loan Agreement, the Borrower hereby agrees with the Secured Party as follows:

1. The Borrower hereby grants to the Secured Party, its successors and assigns, on the terms and conditions set forth in the Loan Agreement, and as security for the Notes and the obligations and liabilities of the Borrower to the Secured Party under the Loan Agreement, the Notes and any and all other documents, instruments and agreements executed and delivered pursuant thereto and in connection therewith, whether now existing or hereafter arising, a first lien upon and security interest in all of the Borrower's right, title, and interest in, to and under the Trademark Rights, together with (i) all reissues or extensions thereof, (ii) all claims for damages by reason of past or future infringement of the Trademark Rights with the right to sue for and collect said damages and the right to collect all royalties under any license agreements with respect to any of the Trademark Rights, whether now or hereafter granted, and (iii) all good will in connection therewith (hereinafter sometimes collectively referred to as the "Collateral").

2. The Borrower represents and warrants unto the Secured Party that the Borrower has not heretofore assigned, transferred or encumbered its right, title and interest in, to and under the Collateral.

3. The Borrower represents and warrants that it knows of no impediments to the validity and/or enforceability of any or all of the Trademark Rights.

4. The Borrower represents and warrants that the Trademark Rights are all the trademarks (domestic and foreign) used by the Borrower or in connection with its business which are not subject to a prior Mortgage and Security Agreement (Trademarks) in favor of Secured Party.

5. The Borrower covenants and agrees with the Secured Party that, so long as this Mortgage shall remain in effect:

(a) The Borrower shall pay all fees necessary for the issuance, maintenance, renewal or reissuance of the Trademark Rights and shall do all such other acts and things necessary for maintaining the Trademark Rights.

(b) The Borrower shall endeavor to detect and prevent any infringement of the Trademark Rights, including, in the exercise of its reasonable legal and business judgment, the bringing of infringement suits to enforce the Trademark Rights. The Borrower shall inform the Secured Party of any actual or suspected infringement of the Trademark Rights of which it has knowledge and of any action contemplated or taken by the Borrower in response to such infringement. The Secured Party shall have the right, in consultation with the Borrower, to require the Borrower to take such action as the Secured Party may reasonably determine to be required to enforce such Trademark Rights.

(c) The Borrower shall, in the exercise of its reasonable legal and business judgment, undertake to defend any attack upon the Trademark Rights and upon the validity and enforceability thereof. The Secured Party shall have the right, in consultation with the Borrower, to require the Borrower to take such action as the Secured Party may reasonably determine to be required to defend the Trademark Rights.

(d) The Borrower shall not, without the written consent of the Secured Party, permit the Trademark Rights to lapse or otherwise abandon the Trademark Rights.

(e) At any time and from time to time, the Borrower shall, upon the request of the Secured Party, execute and deliver such further documents and do such other acts and things as the Secured Party reasonably may require in order to effect the purpose of this Mortgage and of the rights and powers herein granted, including, without limitation, upon the occurrence of an Event of Default (as defined in the Loan Agreement), to execute and deliver all documents necessary or advisable to record title to the Collateral in the Secured Party or its successors or assigns, including valid, recordable assignments of any or all of the Trademark Rights, and the Borrower does hereby irrevocably appoint the Secured Party, its successors and assigns, as its attorney-in-fact to execute any or all of such documents and to do such other things or acts on behalf of the Borrower, its successors and assigns, and the Borrower confirms all such acts said attorney-in-fact may do pursuant to this authority.

6. Borrower authorizes Secured Party to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademark Rights hereunder.

7. Until the occurrence of an Event of Default (as defined in the Loan Agreement) and subject to the provisions of the Loan Agreement, the Secured Party hereby acknowledges the Borrower's exclusive right and license to use the Collateral for the Borrower's own benefit and account, to grant licenses and sublicenses on reasonable terms with respect to the Collateral and to generally deal in the ordinary course of business with the Collateral. The foregoing grant of authority shall not permit the Borrower to take any actions prohibited hereunder.

8. Notwithstanding anything to the contrary, nothing herein contained shall relieve the Borrower from the performance of any covenant, agreement or obligation on the Borrower's part to be performed under any license agreement now existing or hereafter executed by the Borrower licensing the use of the Collateral or any part thereof or from liability to any licensee thereunder or other party or impose any liability on the Secured Party for the acts or omissions of the Borrower in connection with any such license or license agreement.

9. This Mortgage shall terminate upon written notice by the Secured Party to the Borrower that all of the obligations secured hereby have been fully paid and performed and, upon such termination, the mortgage and security interest in the Collateral shall be terminated and released by the Secured Party and the Secured Party shall promptly execute and deliver to the Borrower such documents or instruments as the Borrower may reasonable request of such termination and release.

10. This Mortgage shall be binding upon the Borrower, its successors, and assigns and shall inure to the benefit of the Secured Party, its successors and assigns.

11. This Mortgage may not be amended or modified except with the written consent of the Secured Party.

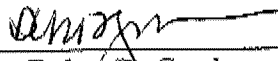
Signatures appear on the following page.

IN WITNESS WHEREOF, the Borrower and the Secured Party have caused this Mortgage to be executed by their respective officers thereunto duly authorized on the day and year first above written.

BORROWER:

NC BRANDS L.P.

By: NCI Management LLC, its General Partner

By 
Debra D. Gordon
Its Chief Financial Officer

SECURED PARTY:

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____
Joseph J. Zautra
Its Attorney-in-Fact

Acknowledgments appear on the following page.

IN WITNESS WHEREOF, the Borrower and the Secured Party have caused this Mortgage to be executed by their respective officers thereunto duly authorized on the day and year first above written.

BORROWER:

NC BRANDS L.P.

By: NCI Management LLC, its General Partner

By _____

Debra D. Gordon
Its Chief Financial Officer

SECURED PARTY:

WEBSTER BANK, NATIONAL ASSOCIATION

By: Joseph J. Zautra

Joseph J. Zautra
Its Attorney-in-Fact

Acknowledgments appear on the following page.

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

}
} ss. Westport
}

On this the 8th day of September, 2017, before me, the undersigned officer, personally appeared Debra D. Gordon, who acknowledged herself to be the Chief Financial Officer of NCI Management LLC, the General Partner of NC Brands L.P., a Delaware limited partnership, and that she, as such officer of the General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the General Partner, by signing the name of the General Partner by herself as Chief Financial Officer.

In Witness Whereof I hereunto set my hand.

Wendell O. Beitzel
Notary Public
~~Commissioner of the Superior Court~~
My Comm expires 01/30/2021

STATE OF NEW YORK
COUNTY OF NEW YORK

}
} ss. New York
}

On this the _____ day of September, 2017, before me, the undersigned officer, personally appeared Joseph J. Zautra, who acknowledged himself to be the attorney-in-fact of Webster Bank, National Association, a national association, and that he, as such attorney-in-fact, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the national association, by signing the name of the national association by himself as attorney-in-fact.

In Witness Whereof I hereunto set my hand.

Notary Public
Commissioner of the Superior Court

Schedule A
Trademark Rights

Registered (and applied for) Trademarks:

Yellow Out	(U.S. Registration 1345458)
Yellow Gone	(U.S. Registration 2400641)
Yellow Relief	Registration abandoned
Green to Clean	(U.S. Registration 2309509)
Drive Out	(U.S. Registration 1638795)
Coral Seas	(U.S. Registration 1924991)
Green Relief	(U.S. Registration 4878858)
Green Gone	(U.S. Appl. 87317502)