

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445677

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Closeouts Surplus & Salvage, Inc.		09/28/2017	Corporation: NEW JERSEY
My Shiny Hiney Limited Liability Company		09/28/2017	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A		
<b>Street Address:</b>	4 New York Plaza, 17th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3985012	POWER ADVANTAGE	
<b>Serial Number:</b>	86979831	MY SHINEY HINEY	
<b>Serial Number:</b>	86354281	MY SHINEY HINEY	
<b>Registration Number:</b>	4978676	BRING SEXY BACK!	
<b>Serial Number:</b>	86559750	SHINEY HINEY	
<b>Serial Number:</b>	86400538	MYSHINEY HINEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold		

OP \$165.00 3985012

<b>SIGNATURE:</b>	/Joanne BL Arnold/
<b>DATE SIGNED:</b>	10/03/2017
<b>Total Attachments: 12</b> source=Intellectual Property Security Agreement (Trademark) Submission_V_1#page1.tif source=Intellectual Property Security Agreement (Trademark) Submission_V_1#page2.tif source=Intellectual Property Security Agreement (Trademark) Submission_V_1#page3.tif source=Intellectual Property Security Agreement (Trademark) Submission_V_1#page4.tif source=Intellectual Property Security Agreement (Trademark) Submission_V_1#page5.tif source=Intellectual Property Security Agreement (Trademark) Submission_V_1#page6.tif source=Intellectual Property Security Agreement (Trademark) Submission_V_1#page7.tif source=Intellectual Property Security Agreement (Trademark) Submission_V_1#page8.tif source=Intellectual Property Security Agreement (Trademark) Submission_V_1#page9.tif source=Intellectual Property Security Agreement (Trademark) Submission_V_1#page10.tif source=Intellectual Property Security Agreement (Trademark) Submission_V_1#page11.tif source=Intellectual Property Security Agreement (Trademark) Submission_V_1#page12.tif	

### 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):**

Closeouts Surplus & Salvage, Inc.

- Individual(s)
- Partnership
- Corporation- State: NJ
- 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 28, 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: JPMorgan Chase Bank, N.A

Street Address: 4 New York Plaza, 17th Floor

City: New York

State: New York

Country: USA Zip: 10004

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- 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 \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule II

See Schedule II

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: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way  
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number: \_\_\_\_\_

Email Address: james.murray@wolterskluwer.com

**6. Total number of applications and registrations involved:**

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

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

Joanne BL Arnold

Name of Person Signing

October 3, 2017

Date

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

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

Additional names of conveying parties:

My Shiney Hiney Limited Liability Company, a New Jersey Limited Liability Company

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this “Intellectual Property Security Agreement”), dated as of September 28, 2017, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (collectively, “Grantors” and each, a “Grantor”), in favor of JPMORGAN CHASE BANK, N.A. for itself and on behalf of the Secured Parties (“Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Closeouts Surplus & Salvage, Inc., a New Jersey corporation (“Borrower”) and My Shiney Hiney Limited Liability Company (“MSH”) and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lender has agreed to make the Loans and to issue Letters of Credit in each case as defined in the Credit Agreement) on behalf of Borrowers; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to Borrowers under the Credit Agreement and in order to induce Lender to enter into the Credit Agreement and other Loan Documents (as defined in the Credit Agreement) and to induce Lenders to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, Grantors desire to grant a continuing lien on the Intellectual Property Collateral (as defined below) to Lender, for the benefit of Lender and the Secured Parties, to secure all of the Secured Obligations.

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, the parties hereto agree as follows:

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

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Secured Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender, for itself and the benefit of the Secured Parties, a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the “Intellectual Property Collateral”):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Secured Obligations and in order to induce Lender as aforesaid, each Grantor hereby grants to Lender, for itself and the benefit of Secured Parties, a right of setoff, against the property of such Grantor held by Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor jointly and severally represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, perfected security interests in favor of Lender in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or otherwise requested by Lender to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor jointly and severally covenants and agrees with Lender, for the benefit of Secured Parties, that from and after the date of this Intellectual Property Security Agreement:

(a) Each Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same unless Grantor has elected, and Lender has consented, to abandon any application or registration which Grantor deems to be no longer material to the conduct of its business or operations.

(b) In no event shall any Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's, Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings unless Grantor has elected, and Lender has consented, to abandon any application or registration which Grantor deems to be no longer material to the conduct of its business or operations.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, each Grantor shall notify Lender promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take such actions to enforce its rights and protect such Intellectual Property Collateral, whether by action, suit, proceeding or otherwise, as Grantor shall deem necessary or appropriate under the circumstances in its reasonable business judgment or as Lender may otherwise request.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property 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.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or

against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof (including a payment effected through exercise of a right of setoff), is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise (including pursuant to any settlement entered into by a Secured Party in its discretion), all as though such payment or performance had not been made. In the event that any payment, or any part thereof (including a payment effected through exercise of a right of setoff), is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 8.01 of the Credit Agreement

8. ADDITIONAL GRANTORS. From time to time subsequent to the date hereof, additional Loan Parties may become parties hereto as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Intellectual Property Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Lender, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Lender not to cause any Loan Party to become an Additional Grantor hereunder. This Intellectual Property Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the date that all of the Secured Obligations shall have been Paid in Full and Lender's commitment to make Loans under the Credit Agreement shall have been terminated.

10. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

11. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]




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

CLOSEOUTS SURPLUS & SALVAGE, INC.

By:   
Name: Ernest Peia III  
Title: President

MY SHINEY HINEY LIMITED LIABILITY COMPANY

By:   
Name: Ernest Peia III  
Title: Manager



SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS, APPLICATIONS AND LICENSES

MSH:

<u>Description</u>	<u>Application/ Patent No.</u>	<u>Application Dates</u>
<u>Application Brush</u>	<u>US D726,419S</u>	<u>April 14, 2015</u>
<u>Personal Hygiene Device</u>	<u>US Pub. 20160029780</u>	<u>Published 7-30-2015</u>

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS, APPLICATIONS AND LICENSES

Borrower:

Trademarks and Servicemarks:

<u>Description</u>	<u>Application / Registration No.</u>	<u>Issue Dates</u>
<u>Power Advantage</u>	<u>3985012</u>	<u>6/28/2011</u>

MSH:

Trademarks and Servicemarks:

<u>Description</u>	<u>Application/ Registration No.</u>	<u>Issue Dates</u>
<u>MY SHINEY HINEY</u>	<u>86979831</u>	<u>Being Revived</u>
<u>MY SHINEY HINEY</u>	<u>86354281</u>	<u>Being Revived</u>
<u>BRING SEXY BACK! SHINEY HINEY</u>	<u>86355197/4978676 86559750</u>	<u>Live Pending</u>
<u>MYSHINEY HINEY</u>	<u>86400538</u>	<u>Pending</u>

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS, APPLICATIONS AND LICENSES

MSH:

<u>Description</u>	<u>Application / Registration No.</u>	<u>Issue Dates</u>
<u>My Shiny Hiney Packaging</u>	<u>VA0001948946</u>	<u>1-23-2015</u>

**EXHIBIT A**

**COUNTERPART TO INTELLECTUAL  
PROPERTY SECURITY AGREEMENT**

This counterpart, dated \_\_\_\_\_, [20\_\_], is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement dated as of September 28, 2017 (as from time to time amended, modified or supplemented, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among Closeouts Surplus & Salvage, Inc. and My Shiney Hiney Limited Liability Company, as Grantors and JPMorgan Chase Bank, N.A., as Lender. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: \_\_\_\_\_

Name:

Title: