

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450800

<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>
Spear USA Inc.	FORMERLY Spear USA, LLC	11/10/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	555 California Street		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76143889	CLEAR & SIMPLE	
<b>Serial Number:</b>	85964965		
<b>Serial Number:</b>	76140188	SPEAR	
<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>	6142803562		
<b>Email:</b>	ted.mulligan@wolterskluwer.com		
<b>Correspondent Name:</b>	Ted Mulligan		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Ted Mulligan		
<b>SIGNATURE:</b>	/ted mulligan/		
<b>DATE SIGNED:</b>	11/14/2017		
<b>Total Attachments: 5</b>			
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**NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS**

Dated as of November 10, 2017

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Guaranty and Collateral Agreement dated as of October 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") among the Grantor (as identified on the signature pages hereto), the other grantors party thereto and the Administrative Agent (as identified on the signature pages hereto) for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications identified on Schedule A to the Administrative Agent for the ratable benefit of the Secured Parties.

The Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in such trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

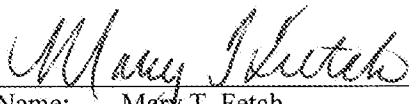
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Very truly yours,

**GRANTOR:**

Spear USA Inc.  
4053 Clough Woods Drive  
Batavia, OH 45103

**SPEAR USA INC.**

By:   
Name: Mary T. Fetch  
Title: Vice President and Treasurer


JURISDICTION OF FORMATION OF  
GRANTOR: OHIO

Acknowledged and accepted:

**ADMINISTRATIVE AGENT:**


Bank of America, N.A.  
Mail Code: CA5-701-04-09  
555 California Street, 4th Floor  
San Francisco, CA 94104

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

By:   
Name: Lillian Claar  
Title: Vice President

**SCHEDULE A  
TO  
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

**UNITED STATES TRADEMARKS AND  
TRADEMARK APPLICATIONS**

<b>No.</b>	<b>Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
1.	Spear USA, LLC	CLEAR & SIMPLE	76143889	10/09/2000	2712564	05/06/2003
2.	Spear USA, LLC	Design 	85964965	06/20/2013	4532319	05/20/2014
3.	Spear USA, LLC	SPEAR	76140188	10/04/2000	2641787	10/29/2002