

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456182

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VPC Fuller Brush Operating Corp. on behalf of Fifth Street Finance Corp.		12/19/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	The Fuller Brush Company, Inc.
Street Address:	One Fuller Way
City:	Great Bend
State/Country:	KANSAS
Postal Code:	67530
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3078971	
Registration Number:	2866580	FULLER BRUSH
Registration Number:	2866581	FULLER BRUSH
Registration Number:	2896619	THE FULLER BRUSH COMPANY
Registration Number:	2880758	THE FULLER BRUSH COMPANY
Registration Number:	2864212	THE FULLER BRUSH COMPANY
Registration Number:	2756149	FULLER BRUSH
Registration Number:	2244761	D.C.W.
Registration Number:	2239083	HOUSE OF FULLER
Registration Number:	2239082	HOUSE OF FULLER
Registration Number:	2261266	HOUSE OF FULLER
Registration Number:	2239047	A FULLER LIFE
Registration Number:	1955247	NATURE'S CHOICE
Registration Number:	1912157	NATURE'S CHOICE
Registration Number:	1824822	NATURE'S CHOICE
Registration Number:	1402725	FULLER
Registration Number:	1340805	LUSTREBRUSH
Registration Number:	0979569	SATIN SKIN

CH \$815.00 3078971

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0815666	FULLER
Registration Number:	0815704	FULLER
Registration Number:	0815675	FULLER
Registration Number:	0815805	FULLER
Registration Number:	0815939	FULLER
Registration Number:	0815837	FULLER
Registration Number:	0629336	FUL-SCAT
Registration Number:	0622918	FUL-LUBE
Registration Number:	0622830	FULSOL
Registration Number:	0587665	FUL-AIRE
Registration Number:	0531093	FULLER
Registration Number:	0528990	FULLER
Registration Number:	0539836	FULLER
Registration Number:	0527098	FULLER

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8518

Email: rebecca.dyson@kattenlaw.com

Correspondent Name: Rebecca Dyson C/O Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Rebecca Dyson

SIGNATURE: /rebecca dyson/

DATE SIGNED: 12/28/2017

Total Attachments: 26

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RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is made as of December 19, 2017, by VPC Fuller Brush Operating Corp. ("VPC") ON BEHALF OF Fifth Street Finance Corp. ("Fifth Street").

WITNESSETH:

WHEREAS, The Fuller Brush Company, Inc. ("Borrower"), executed that certain Trademark Security Agreement (the "Trademark Security Agreement") dated as of October 7, 2010, pursuant to which Borrower granted to Fifth Street a security interest in and to the Trademarks, as defined below; and

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on October 12, 2010, at Reel No. 4294, Frame 0590;

WHEREAS, pursuant to Section 15 of the attached Order Pursuant to Sections 105(a) and 363 of the Bankruptcy Code (I) Approving (A) Sale of the Consumer Business Assets of the Fuller Brush Company, Inc., Outside the Ordinary Course of Business, Free and Clear of All Liens, Claims, Interests, and Encumbrances, and (B) Form and Content of Asset Purchase Agreement; and (II) Establishing Procedures for Final Assumption Notices, filed October 19, 2012 in the United States Bankruptcy Court for the Southern District of New York, attached hereto as Exhibit A ("Order"), VPC has the right to release Fifth Street's interests pursuant to the Trademark Security Agreement and file all appropriate termination statements; and

WHEREAS, VPC is the Purchaser as defined in the Order and is the successor in interest to Borrower with respect to the Trademarks; and

WHEREAS, VPC has requested that VPC, on behalf of Fifth Street, release its security interest in the Trademarks and Licenses and reassign the same to VPC.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. VPC hereby releases Fifth Street's security interest in all of VPC or Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to

any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

2. VPC hereby reassigns, grants and conveys to VPC, without any representation, recourse or undertaking by VPC, all of Fifth Street's rights, title and interest, in and to the Trademarks.

VPC consents and agrees to execute and deliver, at the request of any successor in interest of VPC's rights with respect to the Trademarks, such further instruments, documents, and releases as such successor in interest may reasonably request to more effectively release, terminate, and extinguish any such liens and security interest upon such Trademarks.

IN WITNESS WHEREOF, VPC has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

VPC FULLER BRUSH OPERATING CORP.


By: 
Name: Scott Zennick
Title: Secretary

Exhibit A
Bankruptcy Order

[Attached]

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:) Chapter 11
)
THE FULLER BRUSH COMPANY,) Case No. 12-10714 (SHL)
INC., *et al.*,)
) (Jointly Administered)
Debtors.)

**ORDER PURSUANT TO SECTIONS 105(a) AND
363 OF THE BANKRUPTCY CODE (I) APPROVING (A) SALE
OF THE CONSUMER BUSINESS ASSETS OF THE FULLER BRUSH
COMPANY, INC., OUTSIDE THE ORDINARY COURSE OF BUSINESS, FREE
AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES,
AND (B) FORM AND CONTENT OF ASSET PURCHASE AGREEMENT;
AND (II) ESTABLISHING PROCEDURES FOR FINAL ASSUMPTION NOTICES**

Upon the motion, dated August 24, 2012 (ECF No. 160; the "Motion") of debtor and debtor-in-possession The Fuller Brush Company, Inc. (the "Debtor"), for, among other things, entry of an order (the "Sale Order") pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the "Bankruptcy Code"); Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); Local Bankruptcy Rules 2002-1, 6004-1, and 9006-1(b); and the Amended Guidelines for the Conduct of Asset Sales established and adopted by the United States Bankruptcy Court for the Southern District of New York pursuant to General Order M-383 (the "Sale Guidelines"), granting the following relief: (i) approving the Debtor's Sale¹ of the Purchased Assets (as that term is defined in the APA) to VPC Fuller Brush Acquisition Co. (the "Purchaser") pursuant to the *Asset Purchase and Sale Agreement* between the Debtor and the Purchaser (the "APA"), free and clear of all liens, claims, interests, and

¹ To the extent not otherwise defined or indicated herein, all capitalized terms shall have the meanings ascribed to them in the Motion and the APA.

encumbrances (the “Interests”),² with such Interests to transfer, affix and attach to the proceeds of the Sale, all as more fully set forth herein; (ii) approving the form and content of the APA; (iii) authorizing the assumption, assignment, and sale of the Assumed Contracts, pursuant to and as provided for in the APA, and fixing or establishing the procedures to fix all amounts, if any, required to be paid or escrowed pending resolution of disputes concerning such amounts in connection with the assumption of the Assumed Contracts pursuant to 11 U.S.C. § 365(b)(1)(A) and (B) (the “Cure Amounts”); and the Court having entered an Order, dated September 12, 2012 (the “Bidding Procedures Order”), authorizing (i) bidding procedures in connection with the Sale, (ii) the Breakup Fee, if any, (iii) the Assumption Procedures, and (iv) the Sale Notice; and the Purchaser having been chosen by the Debtor as the Successful Bidder at the Auction; and a hearing on the Motion and this Sale Order having been held on October 18, 2012 (the “Sale Hearing”), at which time all interested parties were offered an opportunity to be heard with respect to the Sale; and the Court having reviewed and considered (i) the Motion, (ii) the objections thereto, if any, (iii) the arguments of counsel made, and the evidence proffered or adduced, at the Sale Hearing; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate and creditors, and other parties-in-interest in the Debtor’s bankruptcy case; and upon the record of the Sale Hearing and this case; and after due deliberation thereon; and good cause appearing therefor, the Court hereby FINDS, DETERMINES, AND CONCLUDES THAT:

A. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

² The term “Interests” is defined in greater detail subsequently herein.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

D. The Court has jurisdiction over this Motion and the transactions contemplated by the APA pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A)(N). Venue of this case and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

E. The statutory predicates for the relief sought in the Motion are sections 105, 363, and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, and 6006.

F. As evidenced by the affidavits of service previously filed with the Court, (i) proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing and the Sale, has been provided in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 6006, the Bidding Procedures Order, and the APA, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing or the Sale, is or shall be required.

G. The Debtor (i) has full corporate power and authority to execute the APA and all other documents contemplated thereby, and the sale of the Purchased Assets by the Debtor has been duly and validly authorized by all necessary corporate action of the Debtor, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the APA and the Motion, (iii) has taken all corporate action necessary to authorize and approve the APA and the consummation by the Debtor of the transactions contemplated thereby, and (iv) no

consents or approvals, other than those expressly provided for in the APA, are required for the Debtor to consummate such transactions.

H. Entry into the APA and consummation of the transactions contemplated thereby constitute the exercise by the Debtor of sound business judgment and such acts are in the best interests of the Debtor, its estate, and creditors. The Court finds that the Debtor has articulated good and sufficient business reasons justifying the Sale of the Purchased Assets pursuant to sections 105 and 363 of the Bankruptcy Code. Such business reasons include, but are not limited to, the facts that (a) the APA constitutes the highest and/or best offer for the Purchased Assets and (b) the APA and the closing thereon will present the best opportunity to realize the value of the Debtor's assets on a going concern basis and avoid decline and devaluation of the Debtor's business.

I. The APA and the transactions contemplated by the APA were negotiated and have been and are undertaken by the Debtor and the Purchaser at arm's length, without collusion or fraud, and in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Auction conducted in accordance with the Bidding Procedures Order on October 16, 2012, at which the Purchaser was declared the highest and best bidder, was conducted in good faith within the meaning of section 363(m) of the Bankruptcy Code. As a result of the foregoing, the Debtor and the Purchaser are entitled to the protections of section 363(m) of the Bankruptcy Code.

J. The APA was negotiated, proposed and entered into by the Debtor and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtor nor the Purchaser have engaged in any conduct that would cause or permit the APA and Sale to be avoided under section 363(n) of the Bankruptcy Code.

K. The consideration provided by the Purchaser for the Purchased Assets is the highest and/or otherwise best offer received by the Debtor and is fair and reasonable. A sale of the Purchased Assets other than one free and clear of Interests would impact materially and adversely on the Debtor's bankruptcy estate, will yield substantially less value for the Debtor's estate, with less certainty than the available alternatives and thus the alternative would be of substantially less benefit to the Debtor's estate.

L. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including: (i) the Office of the United States Trustee for the Southern District of New York; (ii) the Official Committee of Unsecured Creditors (the "Committee"); (iii) Victory Park Capital Advisors, LLC and its related entities (collectively, "Victory Park"), the Debtor's prepetition senior secured lender; (iv) those additional parties that have requested notice pursuant to Bankruptcy Rule 2002 (subject to any previous orders of this Court modifying such Rule); (v) any party known to the Debtor to possess and/or exercise any control over any of the Purchased Assets; (vi) any party known to the Debtor to assert any rights in the Purchased Assets; (vii) the Internal Revenue Service; (viii) all federal, state, and local regulatory authorities that have a known interest in the relief requested in the Motion; (ix) non-debtor parties to the Assumed Contracts; (x) any party known to the Debtor to be a potential bidder for the Purchased Assets; and (xi) all applicable federal, state and local tax authorities with jurisdiction over the Debtor and/or the Purchased Assets.

M. The Purchaser is not an "insider" of the Debtor, as that term is defined in section 101 of the Bankruptcy Code.

N. The Sale of the Purchased Assets represents substantially all of the assets of the Debtor's Consumer Business.

O. The transfer of the Purchased Assets to the Purchaser will be a legal, valid, and effective transfer of the Purchased Assets, and, except for liabilities expressly assumed under the APA as "Assumed Liabilities," will vest the Purchaser with all right, title, and interest of the Debtor to the Purchased Assets free and clear of all Interests in the Purchased Assets, including, but not limited to, those (A) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Debtor's or the Purchaser's interest in the Purchased Assets, or any similar rights, (B) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Purchased Assets prior to the Closing, and (C) (i) all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, rights of first refusal or charges of any kind or nature, if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership and (ii) all debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtor or any of the Debtor's predecessors or affiliates, claims (as that term is defined in section 101(5) of the Bankruptcy Code), obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of these cases pursuant to chapter 11 of the Bankruptcy Code, and whether imposed by agreement, understanding, law, equity or otherwise, including but not limited to claims otherwise arising under doctrines of successor liability.

P. The Purchaser would not have entered into the APA and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtor, its estate, and its creditors, if the sale of the Purchased Assets to the Purchaser and the assignment of the Assumed Contracts to the Purchaser was not free and clear of all Interests of any kind or nature whatsoever, or if the Purchaser would, or in the future could, be liable for any of the Interests.

Q. The Debtor may sell the Purchased Assets free and clear of all Interests of any kind or nature whatsoever because one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Victory Park has consented to the Sale. Those holders of Interests who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest.

For all of the foregoing and after due deliberation, the Court ORDERS,
ADJUDGES, AND DECREES THAT:

General Provisions

1. The Motion is granted as provided herein.
2. All objections and responses concerning the Motion are resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing, and to the extent any such objection or response was not otherwise withdrawn, waived, or settled, it is hereby overruled and denied.

Approval of the APA

3. The APA, and all of the terms and conditions thereof, is approved.

4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is authorized and directed to perform its obligations under and comply with the terms of the APA, and consummate the Sale, pursuant to and in accordance with the terms and conditions of the APA.

5. The Debtor is authorized and directed to execute and deliver, and empowered to perform under, consummate and implement, the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA, and to take all further actions as may be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession, the Purchased Assets, or as may be necessary or appropriate to the performance of the obligations as contemplated by the APA.

6. This Sale Order and the APA shall be binding in all respects upon all creditors (whether known or unknown) of the Debtor, all non-debtor parties to the Assumed Contracts, all successors and assigns of the Purchaser, the Debtor and its affiliates and subsidiaries, the Purchased Assets, and any subsequent trustee appointed in the Debtor's chapter 11 case or upon a conversion to a case under chapter 7 of the Bankruptcy Code, and shall not be subject to rejection. Nothing contained in any chapter 11 plan confirmed in this bankruptcy case or the confirmation order confirming any such chapter 11 plan shall conflict with or derogate from the provisions of the APA or this Sale Order. In the event of any inconsistency between the terms of the APA and this Sale Order, this Sale Order shall control.

7. The APA and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court; provided that (a) the Committee, Victory Park and the U.S. Trustee shall receive no less than 3 business days' written notice of any modification,

amendment or supplement, and (b) any such modification, amendment, or supplement is not material or does not have an adverse effect on the Debtor's estate.

Transfer of Assets

8. Except as expressly permitted or otherwise specifically provided for in the APA or this Sale Order, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Purchased Assets shall be transferred to the Purchaser, and upon Closing (as that term is defined in the APA) shall be, free and clear of all Interests of any kind or nature whatsoever with all such Interests of any kind or nature whatsoever to attach to the net proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Purchased Assets, subject to any claims and defenses the Debtor may possess with respect thereto.

9. Notwithstanding paragraph 7 of the Bidding Procedures Order, any disagreement between the Committee and Victory Park regarding the allocation or valuation of Purchased Assets that constitute only DIP Collateral³ is reserved, with the Committee's claims with respect to such Purchased Assets attaching to the proceeds of the Sale. If Victory Park and the Committee ultimately cannot agree to the valuation of Purchased Assets that constitute only DIP Collateral and the allocation of the Purchase Price among such assets, the Court shall determine the dispute upon the request of either Victory Park or the Committee.

10. Notwithstanding anything to the contrary in the Motion, the Bidding Procedures or the APA, any estate causes of action that do not relate to the ongoing operation of the Debtor, including causes of action under chapter 5 of the Bankruptcy Code, D&O causes of action and

³ The term "DIP Collateral" has the same definition set forth in the Final Order (I) Authorizing Debtors in Possession to Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 363 and 364; (II) Granting Liens, Security Interests and Superpriority Claims; (III) Authorizing Use of Cash Collateral and Granting Adequate Protection; (IV) Modifying the Automatic Stay; and (V) Scheduling a Final Hearing entered by the Court on March 23, 2012.

any claims against those parties identified in paragraph 26 of the Financing Order, shall be excluded from the sale. Any and all rights, interests, claims, liens, defenses and arguments of the Debtor or CPAC, their respective estates, the Committee and the Victory Park with respect to the foregoing, including, without limitation, under a chapter 11 plan or other wind-down of the Debtor's and CPAC's estates are hereby reserved in their entirety.

11. Notwithstanding anything to the contrary in the APA or any other document regarding disbursement of the proceeds of the sale of the Non-Consumer Assets, any and all proceeds of the sale of the Non-Consumer Assets shall be held in an escrow acceptable to the Committee, Victory Park and the Debtor and shall not be distributed other than pursuant to a confirmed chapter 11 plan administering the Debtor's estate, or further order of the Court; provided that Lender and the Committee shall negotiate in good faith regarding a budget for funding a chapter 11 plan confirmation process; provided, further, that all parties' rights regarding the proper timing, manner, allocation and priority of any distribution are expressly reserved; provided, further, however, that the amount of \$375,000 from the proceeds of the sale of the Non-Consumer Assets shall be separately held and released and paid to FocalPoint Securities LLC ("FocalPoint") on account of its transaction fee, but only upon an application by FocalPoint and entry of an order of the Court approving such fee. If the Lender and the Committee cannot agree on a budget for funding a chapter 11 plan confirmation process, the Court will determine the dispute.

12. Except as expressly permitted or otherwise specifically provided by the APA or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, employees, trade and other creditors, holding Interests of any kind or nature whatsoever against or in the Debtor or

the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtor, the Purchased Assets, the operation of the Purchased Assets prior to the Closing, or the transfer of the Purchased Assets to the Purchaser, are forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its successors or assigns, its property, or the Purchased Assets, such persons' or entities' Interests or claims.

13. Nothing in this Sale Order or the APA shall be construed to release or nullify any liability to any governmental entity under police or regulatory requirements that any entity would be subject to as the owner or operator of property after the date of entry of this Sale Order.

14. The transfer of the Purchased Assets to the Purchaser pursuant to the APA constitutes a legal, valid, and effective transfer of the Purchased Assets, and shall vest the Purchaser with all right, title, and interest of the Debtor in and to the Purchased Assets free and clear of all Interests of any kind or nature whatsoever.

15. If any Person (as that term is defined in the APA) or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests in the Debtor or the Purchased Assets shall not have delivered to the Debtor prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests which the Person or entity has with respect to the Debtor or the Purchased Assets or otherwise, then (a) the Debtor is authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the Person or entity with respect to the Purchased Assets and (b) the Purchaser is authorized to file, register, or otherwise record a certified copy of this Sale Order,

which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in the Purchased Assets of any kind or nature whatsoever.

16. To the extent that the Debtor is selling any “personally identifiable information” (as that term is defined in 11 U.S.C. § 101(41A)) to the Purchaser, then the Debtor has satisfied section 363(b)(1)(A) of the Bankruptcy Code because the Purchaser has agreed to comply with, and be bound by, the Debtor’s privacy policy.

Assumption Procedures

17. As soon as practicable after entry of this Order, but no later than fifteen (15) days before the Assumption Hearing (defined below), the Debtor shall file with the Court and serve, **by overnight mail**, on all counterparties to any executory contract or unexpired lease that may be assumed by the Debtor and assigned to the Successful Bidder (the “Contract Notice Parties”), an Assumption Notice, that identifies, to the extent applicable: (i) the contract or lease that may be an Assumed Contract, (ii) the name of the counterparty to such contract or lease, (iii) the cure amount for such contract or lease if it becomes an Assumed Contract, (iv) instructions for Contract Notice Parties to request information regarding the “adequate assurance of future performance” of the Purchaser, and (v) the deadline by which any such Contract Notice Party must file any objection to the assumption and assignment; provided, however, that the presence of a contract or lease on the Assumption Notice does not constitute an admission that such contract is an executory contract or unexpired lease.

18. Objections, if any, to the assumption and assignment of any contract or lease, proposed cure amount or adequate assurance of future performance proposed with respect thereto must (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and Local Bankruptcy Rules, (iii) state with specificity the nature of the objection and, if to the cure amount proposed by the Debtor, the cure amount alleged by the

objecting party, together with any applicable and appropriate documentation in support thereof, and (iv) be filed with this Court and served upon the Objection Notice Parties so as to be actually received by the Objection Notice Parties on or before ~~seven (7)~~ **three (3)** days prior to the hearing on the Assumption Notice (the "Assumption Hearing"). Any party failing to timely file an objection to the assumption and assignment of any contract or lease or related cure amount or adequate assurance of future performance shall be forever barred from objecting thereto, including asserting any additional cure or other default amounts against the Debtor and its bankruptcy estate, and the Purchaser with respect such executory contract(s) and unexpired lease(s) and shall be deemed to consent to the Sale and the assumption and assignment of such executory contract(s) or unexpired lease(s) in connection therewith.

19. The Assumption Hearing will be held on November 5, 2012 at 11 a.m. (New York Time). The Debtor shall file a status report by November 2, 2012 in advance of the Assumption Hearing. If the Debtor and the counterparty(ies) are unable to consensually resolve any objection prior to the Assumption Hearing, the dispute will be heard at the Assumption Hearing (or such other date as fixed by the Court).

Additional Provisions

20. The consideration provided by the Purchaser for the Purchased Assets under the APA constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and laws of the United States, and any state (including New York), territory, possession, or the District of Columbia.

21. The consideration provided by the Purchaser for the Purchased Assets under the APA is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

22. On the Closing of the Sale, the Debtor's creditors are authorized and directed to execute such documents and take all other actions as may be necessary to release their Interests in the Purchased Assets, if any, as such Interests may have been recorded or may otherwise exist.

23. This Sale Order (a) shall be effective as a determination that, on the Closing, all Interests of any kind or nature whatsoever existing as to the Debtor or the Purchased Assets prior to the Closing have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets.

24. Each and every federal, state, and local governmental agency or department is directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.

25. All entities who are presently, or on the Closing may be, in possession of any or all of the Purchased Assets are directed to surrender possession of the Purchased Assets to the Purchaser on the Closing.

26. Except for the Assumed Liabilities or as expressly permitted or otherwise specifically provided for in the APA or this Sale Order, the Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtor arising under or related to the

Purchased Assets other than for the Assumed Liabilities. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein and in the APA, to the extent allowed by law, the Purchaser shall not be liable for any claims against the Debtor or any of its predecessors and/or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character including, but not limited to, any such liability that may be imposed by statute (e.g., under so-called "bulk sale" laws) or any theory of antitrust, environmental, successor or transferee liability, labor law, *de facto* merger, or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtor or any obligations of the Debtor arising prior to the Closing, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Purchased Assets prior to the Closing.

27. Under no circumstances shall the Purchaser be deemed a successor of or to the Debtor for any Interest against or in the Debtor or the Purchased Assets of any kind or nature whatsoever. The sale, transfer, assignment and delivery of the Purchased Assets shall not be subject to any Interests, and Interests of any kind or nature whatsoever shall remain with, and continue to be obligations of, the Debtor. All Persons holding Interests against or in the Debtor or the Purchased Assets of any kind or nature whatsoever shall be, and are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests of any kind or nature whatsoever against the Purchaser, its property, its successors and assigns, or the Purchased Assets, as an alleged successor or otherwise, with respect to any Interest of any kind or nature whatsoever such Person or entity had, has, or may have against or in the Debtor, its estates, officers, directors, shareholders, or the Purchased Assets. Following

the Closing, no holder of an Interest in the Debtor shall interfere with the Purchaser's title to or use and enjoyment of the Purchased Assets based on or related to such Interest, or any actions that the Debtor may take in its chapter 11 case.

28. This Court retains jurisdiction to enforce and implement the terms and provisions of the APA, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to the Purchaser, (b) compel delivery of the purchase price or performance of other obligations under the APA owed to the Debtor, (c) resolve any disputes arising under or related to the APA, except as otherwise provided therein, (d) interpret, implement, and enforce the provisions of this Sale Order, and (e) protect the Purchaser against (i) any of the Excluded Liabilities or (ii) any Interests in the Debtor or the Purchased Assets, of any kind or nature whatsoever, attaching to the proceeds of the Sale; provided, however, that in the event the Court abstains from exercising or declines to exercise such jurisdiction or is without jurisdiction with respect to the APA or this Sale Order, such abstention, refusal, or lack of jurisdiction shall have no effect upon, and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter; provided, further, however, that nothing in this paragraph shall contravene section 10.11 of the APA.

29. The transactions contemplated by the APA are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale of the Purchased Assets to the Purchaser (including the assumption, assignment and sale of any of the Assumed Agreements), unless such authorization

is duly stayed pending such appeal. The Purchaser is a purchaser in good faith of the Purchased Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

30. The terms and provisions of the APA, including and this Sale Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, its estates, and its creditors, the Purchaser, and its respective affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting an Interest in the Purchased Assets to be sold to the Purchaser pursuant to the APA, notwithstanding any subsequent appointment of any trustee(s), party, entity or other fiduciary under any section of any chapter of the Bankruptcy Code or, as to which trustee(s), party, entity or other fiduciary such terms and provisions likewise shall be binding.

31. The provisions of this Sale Order and the terms and conditions of the APA including, but not limited to, section 8.03 of the APA (Preservation of Records), shall be binding upon, fully enforceable against and inure to the benefit of any trustee, responsible officer or other fiduciary appointed in the Debtor's chapter 11 case or any successor case under any section of the Bankruptcy Code or any applicable law. Such binding effect is an integral part of this Sale Order.

32. The failure specifically to include any particular provisions of the APA in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety.

33. Nothing contained in this Sale Order shall be construed to apply to any Person, Governmental Body (as that term is defined in the APA) or other entity that is beyond the jurisdiction of this Court, except as may otherwise be appropriate under applicable law.

34. The stay of orders authorizing the (i) use, sale or lease of property as provided for in Fed. R. Bank. P. 6004(h) shall not apply to this Sale Order, and this Sale Order is immediately effective and enforceable.

35. The provisions of this Sale Order are nonseverable and mutually dependent.

36. In exchange for the Committee's consent to the sale of the Non-Consumer Assets to Innovative Livestock Services, Inc. ("ILS") as a higher and otherwise better offer under the Bidding Procedures Order, and subject to the limitations of the final DIP Order (D.I. 59), the Committee expressly reserves the right to object to the claims of Victory Park and any of its affiliates on the grounds that such claim should be reduced by the difference in the cash purchase price of (i) the transaction under the order approving the sale of the Non-Consumer Assets to ILS, and (ii) the Stalking Horse Bid; provided that the amount in dispute shall not exceed \$1,100,000.

Dated: October 19, 2012
New York, New York

/s/ Sean H. Lane
HONORABLE SEAN H. LANE,
UNITED STATES BANKRUPTCY JUDGE

Schedule A

Trademarks

[Attached]

Trademark Registrations – Fifth Street Finance Corp.

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date
VPC Fuller Brush Operating Corp.	<i>Design Only</i>	78520408	11/19/04	3078971	4/11/06
VPC Fuller Brush Operating Corp.	FULLER BRUSH	78193023	12/10/02	2866580	7/27/04
VPC Fuller Brush Operating Corp.	FULLER BRUSH	78193067	12/10/02	2866581	7/27/04
VPC Fuller Brush Operating Corp.	THE FULLER BRUSH COMPANY (and design)	76459898	10/15/02	2896619	10/26/04
VPC Fuller Brush Operating Corp.	THE FULLER BRUSH COMPANY (and design)	76459889	10/15/02	2880758	9/7/04
VPC Fuller Brush Operating Corp.	THE FULLER BRUSH COMPANY (and design)	76459899	10/15/02	2864212	7/20/04
VPC Fuller Brush Operating Corp.	FULLER BRUSH	78133038	6/4/02	2756149	8/26/03
VPC Fuller Brush Operating Corp.	D.C.W.	75510859	6/30/98	2244761	5/11/99
VPC Fuller Brush Operating Corp.	HOUSE OF FULLER	74621078	1/13/95	2239083	4/13/99
VPC Fuller Brush Operating Corp.	HOUSE OF FULLER	74621077	1/13/95	2239082	4/13/99
VPC Fuller Brush Operating Corp.	HOUSE OF FULLER	74621079	1/13/95	2261266	7/13/99
VPC Fuller Brush Operating Corp.	A FULLER LIFE	74461681	11/22/93	2239047	4/13/99

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date
VPC Fuller Brush Operating Corp.	NATURE'S CHOICE	74351685	1/25/93	1955247	2/6/96
VPC Fuller Brush Operating Corp.	NATURE'S CHOICE	74801706	1/25/93	1912157	8/15/95
VPC Fuller Brush Operating Corp.	NATURE'S CHOICE	74300762	8/3/92	1824822	3/8/94
VPC Fuller Brush Operating Corp.	FULLER	73513515	12/14/84	1402725	7/29/86
VPC Fuller Brush Operating Corp.	LUSTREBRUSH	73511476	12/3/84	1340805	6/11/85
VPC Fuller Brush Operating Corp.	SATIN SKIN	72450884	3/8/73	0979569	2/26/74
VPC Fuller Brush Operating Corp.	FULLER (and design)	72215852	4/6/65	0815666	9/27/66
VPC Fuller Brush Operating Corp.	FULLER (and design)	72215851	4/6/65	0815704	9/27/66
VPC Fuller Brush Operating Corp.	FULLER (and design)	72215853	4/6/65	0815675	9/27/66
VPC Fuller Brush Operating Corp.	FULLER (and design)	72215857	4/6/65	0815805	9/27/66
VPC Fuller Brush Operating Corp.	FULLER (and design)	72215860	4/6/65	0815939	9/27/66
VPC Fuller Brush Operating Corp.	FULLER	72215850	4/6/65	0815837	9/27/66
VPC Fuller Brush Operating Corp.	FUL-SCAT	71686048	4/22/55	0629336	6/26/56
VPC Fuller Brush Operating Corp.	FUL-LUBE	71686047	4/22/55	0622918	3/13/56
VPC Fuller Brush Operating Corp.	FULSOL	71686042	4/22/55	0622830	3/6/56

Grantor	Mark	Application No.	Application Date	Registration No.	Registration Date
VPC Fuller Brush Operating Corp.	FUL-AIRE	71647285	5/19/53	0587665	3/30/54
VPC Fuller Brush Operating Corp.	FULLER	71592424	2/14/50	0531093	9/19/50
VPC Fuller Brush Operating Corp.	FULLER (and design)	71543436	12/5/47	0528990	8/15/50
VPC Fuller Brush Operating Corp.	FULLER (and design)	71543434	12/5/47	0539836	3/27/51
VPC Fuller Brush Operating Corp.	FULLER (and design)	71543433	12/5/47	0527098	7/4/50