

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456189

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Galaxy Brush LLC		12/19/2017	Limited Liability Company: NEW JERSEY

RECEIVING PARTY DATA

Name:	VPC Fuller Brush Operating Corp.
Street Address:	150 North Riverside Plaza, Suite 5200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	4730108	FULLER BRUSH CO. FORMULA 21 ODOR ELIMINA
Registration Number:	4969114	EXSTATIC HAIRBRUSH BY FULLER
Registration Number:	2866581	FULLER BRUSH
Registration Number:	2866580	FULLER BRUSH
Registration Number:	2880758	THE FULLER BRUSH COMPANY
Registration Number:	2864212	THE FULLER BRUSH COMPANY
Registration Number:	2896619	THE FULLER BRUSH COMPANY
Registration Number:	2756149	FULLER BRUSH
Registration Number:	2244761	D.C.W.
Registration Number:	2239082	HOUSE OF FULLER
Registration Number:	2261266	HOUSE OF FULLER
Registration Number:	2239083	HOUSE OF FULLER
Registration Number:	2239047	A FULLER LIFE
Registration Number:	1402725	FULLER
Registration Number:	1340805	LUSTREBRUSH
Registration Number:	0815666	FULLER
Registration Number:	0815837	FULLER
Registration Number:	0815704	FULLER
Registration Number:	0815675	FULLER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0815805	FULLER
Registration Number:	0815939	FULLER
Registration Number:	5012608	FULSOL
Registration Number:	0528990	FULLER
Registration Number:	0539836	FULLER
Registration Number:	0527098	FULLER
Registration Number:	3078971	
Registration Number:	2360401	STANLEY HOME PRODUCTS
Registration Number:	2251533	STANLEY HOME PRODUCTS
Registration Number:	2253763	STANLEY HOME PRODUCTS
Registration Number:	2251534	STANLEY HOME PRODUCTS
Registration Number:	2253764	STANLEY HOME PRODUCTS
Registration Number:	2253765	STANLEY HOME PRODUCTS
Registration Number:	2253766	STANLEY HOME PRODUCTS
Registration Number:	2253767	STANLEY HOME PRODUCTS
Registration Number:	2255730	STANLEY HOME PRODUCTS
Registration Number:	0877467	STANLEY
Serial Number:	72004856	STANLEY

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: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement"), dated as of December 19, 2017, is made by GALAXY BRUSH LLC (together with its successors and assigns, the "Debtor"), in favor of VPC Fuller Brush Operating Corp. (together with its successors and assigns, "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Note, dated as of December 19, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note"), between the Debtor and Secured Party;

WHEREAS, Debtor has agreed, pursuant to a Pledge and Security Agreement of even date herewith in favor of the Secured Party (the "Security Agreement"), to pledge certain collateral to Secured Party as security for its obligations under the Note; and

WHEREAS, Debtor is party to the Pledge and Security Agreement pursuant to which the Debtor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Note and to induce the Secured Party to extend credit to the Debtor thereunder, Debtor agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement. As used herein, "IP License" shall mean all contractual obligations and ancillary rights, whether written or oral, granting any right, title and interest in or relating to any intellectual property.

Section 2. Grant of Security Interest in Trademark Collateral. Debtor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Debtor, hereby mortgages, pledges and hypothecates to the Secured Party for the benefit of the Secured Parties, and grants to the Secured Party for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Debtor (the "Trademark Collateral"):

(a) all of the trademarks, service marks, trade names, logos and other designations, together with all registrations and currently pending registration applications therefor (the "Trademarks"), and all IP Licenses referred to on Schedule 1 hereto, and any rights thereunder;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds arising from the sale by Debtor of any of the foregoing, together with all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Pledge and Security Agreement and Debtor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Debtor Remains Liable. Debtor hereby agrees that, anything herein to the contrary notwithstanding, Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and related IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

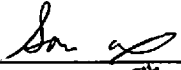
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Delaware.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Debtor 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,

GALAXY BRUSH LLC

By: 
Name: *Sam Max*
Title: *Managing member*

ACCEPTED AND AGREED
as of the date first above written:

VPC FULLER BRUSH OPERATING CORP.

By: _____
Name:
Title:

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006238 FRAME: 0405

IN WITNESS WHEREOF, Debtor 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,

GALAXY BRUSH LLC

By: _____

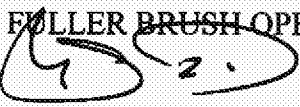
Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

VPC FULLER BRUSH OPERATING CORP.


By:


Name: Scott Zernick


Title: Secretary

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Mark	Current Owner	App Date / App No.	Reg Date / Reg No.
FULLER BRUSH CO. FORMULA 21 ODOR ELIMINATOR	VPC FULLER BRUSH OPERATING CORP.	App 19-FEB- 2014 App 86198071	Reg 05- MAY-2015 Reg 4730108
EXSTATIC HAIRBRUSH BY FULLER	VPC FULLER BRUSH OPERATING CORP.	App 31-JUL- 2013 App 86025205	Reg 31- MAY-2016 Reg 4969114
FULLER BRUSH	VPC FULLER BRUSH OPERATING CORP.	App 10-DEC- 2002 App 78193067	Reg 27-JUL- 2004 Reg 2866581
FULLER BRUSH	VPC FULLER BRUSH OPERATING CORP.	App 10-DEC- 2002 App 78193023	Reg 27-JUL- 2004 Reg 2866580
THE FULLER BRUSH COMPANY AND DESIGN 	VPC FULLER BRUSH OPERATING CORP.	App 15-OCT- 2002 App 76459889	Reg 07-SEP- 2004 Reg 2880758
THE FULLER BRUSH COMPANY AND DESIGN	VPC FULLER BRUSH OPERATING CORP.	App 15-OCT- 2002 App 76459899	Reg 20-JUL- 2004 Reg 2864212

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT


Mark	Current Owner	App Date / App No.	Reg Date / Reg No.
			
THE FULLER BRUSH COMPANY AND DESIGN 	VPC FULLER BRUSH OPERATING CORP.	App 15-OCT- 2002 App 76459898	Reg 26- OCT-2004 Reg 2896619
FULLER BRUSH	VPC FULLER BRUSH OPERATING CORP.	App 04-JUN- 2002 App 78133038	Reg 26- AUG-2003 Reg 2756149
D.C.W.	VPC FULLER BRUSH OPERATING CORP.	App 30-JUN- 1998 App 75510859	Reg 11- MAY-1999 Reg 2244761
HOUSE OF FULLER	VPC FULLER BRUSH OPERATING CORP.	App 13-JAN- 1995 App 74621077	Reg 13- APR-1999 Reg 2239082
HOUSE OF FULLER	VPC FULLER BRUSH OPERATING CORP.	App 13-JAN- 1995 App 74621079	Reg 13-JUL- 1999 Reg 2261266
HOUSE OF FULLER	VPC FULLER BRUSH OPERATING CORP.	App 13-JAN- 1995 App 74621078	Reg 13- APR-1999 Reg 2239083
A FULLER LIFE	VPC FULLER BRUSH OPERATING CORP.	App 22-NOV- 1993	Reg 13- APR-1999

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

Mark	Current Owner	App Date / App No.	Reg Date / Reg No.
		App 74461681	Reg 2239047
FULLER	VPC FULLER BRUSH OPERATING CORP.	App 14-DEC- 1984 App 73513515	Reg 29-JUL- 1986 Reg 1402725
LUSTREBRUSH	VPC FULLER BRUSH OPERATING CORP.	App 03-DEC- 1984 App 73511476	Reg 11-JUN- 1985 Reg 1340805
FULLER AND DESIGN 	VPC FULLER BRUSH OPERATING CORP.	App 06-APR- 1965 App 72215852	Reg 27-SEP- 1966 Reg 0815666
FULLER AND DESIGN 	VPC FULLER BRUSH OPERATING CORP.	App 06-APR- 1965 App 72215850	Reg 27-SEP- 1966 Reg 0815837
FULLER AND DESIGN 	VPC FULLER BRUSH OPERATING CORP.	App 06-APR- 1965 App 72215851	Reg 27-SEP- 1966 Reg 0815704
FULLER AND DESIGN 	VPC FULLER BRUSH OPERATING CORP.	App 06-APR- 1965 App 72215853	Reg 27-SEP- 1966 Reg 0815675
FULLER AND DESIGN 	VPC FULLER BRUSH OPERATING CORP.	App 06-APR- 1965 App 72215857	Reg 27-SEP- 1966 Reg 0815805

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

Mark	Current Owner	App Date / App No.	Reg Date / Reg No.
FULLER AND DESIGN 	VPC FULLER BRUSH OPERATING CORP.	App 06-APR- 1965 App 72215860	Reg 27-SEP- 1966 Reg 0815939
FULSOL	VPC FULLER BRUSH OPERATING CORP.	App 17-DEC- 2015 App 86853240	Reg 02- AUG-2016 Reg 5012608
FULLER AND DESIGN 	VPC FULLER BRUSH OPERATING CORP.	App 05-DEC- 1947 App 71543436	Reg 15- AUG-1950 Reg 0528990
FULLER AND DESIGN 	VPC FULLER BRUSH OPERATING CORP.	App 05-DEC- 1947 App 71543434	Reg 27- MAR-1951 Reg 0539836
FULLER AND DESIGN 	VPC FULLER BRUSH OPERATING CORP.	App 05-DEC- 1947 App 71543433	Reg 04-JUL- 1950 Reg 0527098

Mark	Current Owner	App Date / App No.	Reg Date / Reg No.
DESIGN ONLY 	VPC FULLER BRUSH OPERATING CORP.	App 19-NOV- 2004 App 78520408	Reg 3078971 Reg 11-APR-2006

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

Mark	Current Owner	App Date / App No.	Reg Date / Reg No.
STANLEY HOME PRODUCTS	VPC FULLER BRUSH OPERATING CORP.	App 21-SEP-1999 App 75804476	Reg 2360401 Reg 20-JUN-2000
STANLEY HOME PRODUCTS	VPC FULLER BRUSH OPERATING CORP.	App 10-JUL-1998 App 75516865	Reg 08-JUN-1999 Reg 2251533
STANLEY HOME PRODUCTS	VPC FULLER BRUSH OPERATING CORP.	App 10-JUL-1998 App 75516866	Reg 15-JUN-1999 Reg 2253763
STANLEY HOME PRODUCTS	VPC FULLER BRUSH OPERATING CORP.	App 10-JUL-1998 App 75516867	Reg 08-JUN-1999 Reg 2251534
STANLEY HOME PRODUCTS	VPC FULLER BRUSH OPERATING CORP.	App 10-JUL-1998 App 75516868	Reg 15-JUN-1999 Reg 2253764
STANLEY HOME PRODUCTS	VPC FULLER BRUSH OPERATING CORP.	App 10-JUL-1998 App 75516869	Reg 15-JUN-1999 Reg 2253765
STANLEY HOME PRODUCTS	VPC FULLER BRUSH OPERATING CORP.	App 10-JUL-1998 App 75516870	Reg 15-JUN-1999 Reg 2253766
STANLEY HOME PRODUCTS	VPC FULLER BRUSH OPERATING CORP.	App 10-JUL-1998 App 75516871	Reg 15-JUN-1999 Reg 2253767
STANLEY HOME PRODUCTS	VPC FULLER BRUSH OPERATING CORP.	App 10-JUL-1998 App 75516873	Reg 22-JUN-1999 Reg 2255730
STANLEY (Stylized) STANLEY	VPC FULLER BRUSH OPERATING CORP.	App 19-MAR-1956 App 72004856	Reg 30-OCT-1956 Reg 636462
STANLEY	VPC FULLER BRUSH OPERATING CORP.	App 21-JAN-1969	Reg 23-SEP-1969 Reg 0877467

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

Mark	Current Owner	App Date / App No.	Reg Date / Reg No.
		App 72317157	

IP Licenses

1. Trademark and Intellectual Property License and Restriction Agreement, dated as of November 30, 2012, by and between VPC Fuller Brush Operating Corp. and Fuller Industries LLC
2. License Agreement, dated as of October 15, 2015, by and between VPC Fuller Brush Operating Corp. and Core Pacific Inc.
3. Card Corporation Master License Agreement, dated as of October 15, 2015, by and between VPC Fuller Operating Corp., and CARD Corporation, DBA: CARD.com.
4. Exclusive License Agreement, dated as of March 1, 2013, as amended on March 1, 2016, by and between VPC Fuller Brush Operating Corp. and Tacony Corporation.
5. License Agreement, effective as of November 17, 2016, by and between VPC Fuller Brush Operating Corp. and SAS Group.
6. Agreement, dated as of July 1, 2016, by and between Publications International, LTD. and VPC Fuller Brush Operating Corp.
7. License Agreement, dated as of April 7, 2016, by and between VPC Fuller Brush Operating Corp. and Popular Bath Products, Inc.
8. Licensing Agent / Consultant Agreement, dated as of December 2, 2014, by and between The Fuller Brush Company and Alex Meisel & Co. LLC.
9. Manufacturing Supply and Service Agreement, dated as of November 30, 2012, by and between VPC Fuller Brush Operating Corp. and Fuller Industries LLC.

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

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