

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Decolin, Inc.		01/02/2018	Corporation:
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	787 Seventh Avenue, 28th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Banking Corporation: FRANCE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	4926320	AMERICAN PRIDE	
Registration Number:	2803171	BATH IN A BOX	
Registration Number:	2236008	BATHSTYLES	
Registration Number:	4222666	ERGO TUB	
Registration Number:	3780320	GRIPTIGHT	
Registration Number:	4868459	NEVERRUST	
Registration Number:	5100952	POWER GRIP	
Registration Number:	4253650	QUIKHANG	
Registration Number:	4906871	SIMPLY STYLE	
Registration Number:	4958046	SIMPLY STYLE	
Registration Number:	4024143	STRETCH & STORE	
Registration Number:	4644735	TITAN	
Registration Number:	4803474	TITAN	
Registration Number:	4856887	TITAN	
Registration Number:	3715173	TWISTTIGHT	
Registration Number:	4222668	WORK SMARTER NOT HARDER	
Registration Number:	2845855	Z	
Registration Number:	1602321	Z ZENITH PRODUCTS CORP.	
Registration Number:	2767281	ZENITH	

CH \$665.00 4926320

Property Type	Number	Word Mark
Registration Number:	2409231	ZENITH INTERIORS
Registration Number:	4508189	ZENNA HOME
Registration Number:	4676001	ZPC
Serial Number:	87290564	SMART ACCESSORIES
Serial Number:	87329655	SMART ACCESSORIES
Serial Number:	86958496	ZHC
Serial Number:	86958539	ZHC

CORRESPONDENCE DATA

Fax Number:

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: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Amanjot Kaur
Address Line 1: 200 Park Avenue
Address Line 2: Winston @ Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86700.255
NAME OF SUBMITTER:	Amanjot Kaur
SIGNATURE:	/Amanjot Kaur by trademarkny/
DATE SIGNED:	01/03/2018

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of January 2, 2018 between the signatory hereto (the “**Grantor**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 27, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing (excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law) including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

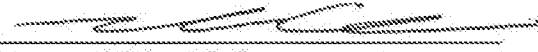
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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

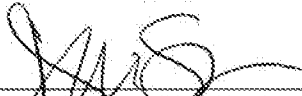
DECOLIN INC.,
as a Grantor

By: 
Name: Wade James
Title: Secretary

BNP PARIBAS, as Collateral Agent

By: 

Name: Michael Colias
Title: Managing Director

By: 

Name: Devin Engelson
Title: Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Title of IP Registration	Jurisdiction	Owner	Applicati on Date	Applicati on Number	Registrati on Date	Registration No.	Expiration Date
AMERICAN PRIDE	USA	Decolin Inc.	08-Jun-2015	86/655,322	29-Mar-2016	4,926,320	29-Mar-2026
BANYO	Canada	Decolin Inc.	29-Jul-2004	1225312	01-Jun-2005	TMA641069	01-Jun-2020
BATH IN A BOX	Canada	Decolin Inc.	28-Jan-2004	1204483	7-Feb-2005	TMA632125	7-Feb-2020
BATH IN A BOX	USA	Decolin Inc.	19-Feb-2002	76/371,085	6-Jan-2004	2,803,171	6-Jan-2024
BATHSTYLES	USA	Decolin Inc.	04-Mar-1996	75/067,050	30-Mar-1999	2,236,008	30-Mar-2019
BATH TIME FRIENDS	Canada	Decolin Inc.	08-Apr-2002	1136696	12-May-2005	TMA639667	12-May-2020
ERGO TUB	USA	Decolin Inc.	24-Mar-2011	85/275,720	9-Oct-2012	4,222,666	9-Oct-2022
GRIPTIGHT	USA	Decolin Inc.	04-May-2009	77/728,250	27-Apr-2010	3,780,320	27-Apr-2020
INDIA INK	USA	Decolin Inc.	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)	N/A (Unfiled)
NEVERRUST & Design	USA	Decolin Inc.	27-Mar-2015	86/579,262	8-Dec-2015	4,868,459	8-Dec-2025
POWER GRIP	USA	Decolin Inc.	30-Jan-2015	86/519,139	13-Dec-2016	5,100,952	13-Dec-2026
QUIKHANG	USA	Decolin Inc.	17-Apr-2012	85/600,174	4-Dec-2012	4,253,650	4-Dec-2022
SIMPLY STYLE	USA	Decolin Inc.	11-Jan-2012	85/513,648	1-Mar-2016	4,906,871	1-Mar-2026
SIMPLY STYLE	USA	Decolin Inc.	02-Oct-2012	85/743,445	17-May-2016	4,958,046	17-May-2026
SMART ACCESSORIES	USA	Decolin Inc.	5-Jan-2017	87/290,564	N/A	N/A	N/A
SMART ACCESSORIES	USA	Decolin Inc.	9-Feb-2017	87/329,655	N/A	N/A	N/A

Title of IP Registration	Jurisdiction	Owner	Application Date	Application Number	Registration Date	Registration No.	Expiration Date
STRETCH & STORE	USA	Decolin Inc.	27-Sep-2010	85/138,968	6-Sep-2011	4,024,143	6-Sep-2021
TITAN	USA	Decolin Inc.	14-Apr-2014	86/251,581	25-Nov-2014	4,644,735	25-Nov-2024
TITAN	USA	Decolin Inc.	21-Jan-2015	86/509,111	1-Sep-2015	4,803,474	1-Sep-2025
TITAN	USA	Decolin Inc.	21-Jan-2015	86/509,109	17-Nov-2015	4,856,887	17-Nov-2025
TWISTTIGHT	USA	Decolin Inc.	04-May-2009	77/728,249	24-Nov-2009	3,715,173	24-Nov-2019
WORK SMARTER NOT HARDER	USA	Decolin Inc.	24-Mar-2011	85/275,893	09-Oct-2012	4,222,668	09-Oct-2022
Z and Design	USA	Decolin Inc.	24-Jun-2002	76/425,261	25-May-2004	2,845,855	25-May-2024
Z ZENITH PRODUCTS CORP. & Design	USA	Decolin Inc.	05-Jan-1989	73/773,083	19-Jun-1990	1,602,321	19-Jun-2020
ZENITH	USA	Decolin Inc.	11-Sep-2000	76/125,647	23-Sep-2003	2,767,281	23-Sep-2023
ZENITH INTERIORS	USA	Decolin Inc.	08-Sep-1998	75/549,128	28-Nov-2000	2,409,231	28-Nov-2020
ZENNA HOME	USA	Decolin Inc.	15-Jan-2013	85/980,925	01-Apr-2014	4,508,189	01-Apr-2024
ZHC	Canada	Decolin Inc.	23-Aug-2016	1,797,093	N/A	N/A	N/A
ZHC	USA	Decolin Inc.	30-Mar-2016	86/958,496	N/A	N/A	N/A
ZHC and Design	Canada	Decolin Inc.	23-Aug-2016	1,797,097	N/A	N/A	N/A
ZHC and Design	USA	Decolin Inc.	30-Mar-2016	86/958,539	N/A	N/A	N/A
ZPC & Design	USA	Decolin Inc.	26-Apr-2013	85/915,519	20-Jan-2015	4,676,001	20-Jan-2025