

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486028

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INDIGO WILD, L.L.C.		08/10/2018	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	CENTERFIELD CAPITAL PARTNERS IV, L.P.		
Street Address:	3000 Market Tower, 10 West Market Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Limited Partnership: DELAWARE		
Name:	CCP IV-SBIC, L.P.		
Street Address:	3000 Market Tower, 10 West Market Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	77448867	ZUM WASH	
Serial Number:	77448863	ZUM CLEAN	
Serial Number:	77448860	ZUM BUM	
Serial Number:	85627140	ZUMBO	
Serial Number:	85627143	ZUM BUNDLE	
Serial Number:	85627152	ZUM FACE	
Serial Number:	75540730	ZUM BAR	
Serial Number:	77545575	ANY MORE NATURAL AND YOU'D BE NAKED.	
Serial Number:	78191679	ZUM BODY	
Serial Number:	78191683	ZUM RUB	
Serial Number:	78191685	ZUM GLOW	
Serial Number:	78191692	ZUM TUB	
Serial Number:	78191689	ZUM MIST	
TRADEMARK			

OP \$440.00 77448867

Property Type	Number	Word Mark
Serial Number:	78191687	ZUM KISS
Serial Number:	78191694	INDIGO WILD
Serial Number:	77193574	ZUM
Serial Number:	87583798	MAID BY NATURE

CORRESPONDENCE DATA

Fax Number: 3175924726
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: 317-236-2378
Email: mario.alvarez@icemiller.com
Correspondent Name: Mario Alvarez
Address Line 1: One American Square
Address Line 2: Suite 2900
Address Line 4: Indianapolis, INDIANA 46282

NAME OF SUBMITTER:	Mario Alvarez
SIGNATURE:	/Mario Alvarez/
DATE SIGNED:	08/14/2018

Total Attachments: 7

- source=Centerfield Indigo Wild - Collateral Assignment of Trademarks_Executed#page1.tif
- source=Centerfield Indigo Wild - Collateral Assignment of Trademarks_Executed#page2.tif
- source=Centerfield Indigo Wild - Collateral Assignment of Trademarks_Executed#page3.tif
- source=Centerfield Indigo Wild - Collateral Assignment of Trademarks_Executed#page4.tif
- source=Centerfield Indigo Wild - Collateral Assignment of Trademarks_Executed#page5.tif
- source=Centerfield Indigo Wild - Collateral Assignment of Trademarks_Executed#page6.tif
- source=Centerfield Indigo Wild - Collateral Assignment of Trademarks_Executed#page7.tif

THIS INSTRUMENT AND THE LIENS AND SECURITY INTERESTS SECURING THIS INSTRUMENT ARE SUBJECT TO THE TERMS OF A SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF AUGUST 10, 2018, AMONG INDIGO WILD, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY; STIFEL BANK & TRUST, AS AGENT, CENTERFIELD CAPITAL PARTNERS IV, L.P., A DELAWARE LIMITED PARTNERSHIP AND CCP IV-SBIC, L.P., A DELAWARE LIMITED PARTNERSHIP.

COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of August 10, 2018 (the “Trademark Agreement”) is executed by INDIGO WILD, L.L.C., a Missouri limited liability company (the “Assignor”), to and for the benefit of CENTERFIELD CAPITAL PARTNERS IV, L.P., and CCP IV-SBIC, L.P., a Delaware limited partnership (“CCP SBIC” and together with Centerfield IV, the “Lenders”).

RECITALS:

A. Pursuant to a Senior Subordinated Notes Purchase and Security Agreement of even date herewith entered into among Assignor and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the “Purchase Agreement”) the Lenders have agreed, subject to the terms and conditions thereof, to purchase certain senior subordinated notes from Borrower (collectively, the “Notes”). Capitalized terms used in this Trademark Agreement and not otherwise defined shall have the meanings given to them in the Purchase Agreement.

B. Under the terms of the Purchase Agreement, the Assignor has granted to the Lenders, a security interest in, among other property, certain intellectual property of the Assignor, and has agreed to execute and deliver this Trademark Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

C. As a condition to the Lenders entering into the Purchase Agreement and purchasing the Notes, the Lenders require that the Assignor enter into this Trademark Agreement in order to secure the Obligations and performance of the Assignor hereunder and under the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, which are hereby incorporated herein as true, and the mutual promises and agreements contained herein, the Assignor and the Lenders hereby agree as follows:

1. Confirmation of Grant of Security. Subject to the terms and conditions of the Senior Debt Subordination Agreement, Assignor hereby confirms the pledge and grant to the Lenders of a security interest in and to all of the right, title and interest of Assignor in, to and under the following (the “Trademark Collateral”):

(a) the United States trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby

and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Assignor authorizes the Commissioner for Trademarks to record and register this Trademark Agreement upon request by the Lenders.

3. Operative Documents. This Trademark Agreement has been entered into pursuant to and in conjunction with the Purchase Agreement. The provisions of the Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. Subject to the Senior Debt Subordination Agreement, (a) the rights and remedies of the Lenders with respect to the Trademark Collateral are as provided by the Purchase Agreement and related documents, and (b) nothing in this Trademark Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark 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 to this Trademark Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Agreement.

5. Successors and Assigns. This Trademark Agreement and all rights and liabilities hereunder and in and to any and all Trademark Collateral shall inure to the benefit of the Lenders and their successors and permitted assigns, and shall be binding on the Assignor, its administrators, successors and assigns.

6. Governing Law. This Trademark Agreement has been made and entered into in Indiana and shall be governed by and construed in accordance with the laws of the State of Indiana.

7. Duration and Effect. This Trademark Agreement shall remain and continue in full force and effect (notwithstanding, without limitation, the dissolution of Assignor) from the date hereof until all of the Obligations have been Paid in Full. Thereupon, this Trademark Agreement shall automatically terminate and the Lenders shall release any Trademark Collateral still subject to a lien to secure the Obligations which has not been sold or otherwise disposed of in accordance with the Purchase Agreement and applied toward the satisfaction of the Obligations hereunder, and the Lenders shall release its lien on any such Trademark Collateral, and deliver any necessary assignment executed by the Lenders in blank, at the Assignor's expense. Assignor acknowledges that this Trademark Agreement is and shall be effective upon execution by the Assignor and delivery to and acceptance hereof by the Lenders, and it shall not be necessary for the Lenders to execute any acceptance hereof or otherwise to signify or express its acceptance hereof to the Assignor.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ASSIGNOR:

INDIGO WILD, L.L.C.

By: 

Name: John M. Carsello

Title: President & Assistant Secretary

AGREED TO AND ACCEPTED:

CENTERFIELD CAPITAL PARTNERS IV, L.P.

By: Centerfield Capital Partners IV, LLC,
its General Partner

By: Centerfield Management IV, Inc., its
manager

By: 
Mark Hollis, Secretary

CCP IV-SBIC, L.P.

By: Centerfield Capital Partners IV, LLC,
as General Partner

By: Centerfield Management IV, Inc., its
manager

By: 
Mark Hollis, Secretary

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks	Application Date	Serial Number	Registration No.	Registration Date	Owner
ZUM WASH & Design ZUM WASH	4/15/2008	77448867	3536735	11/25/2008	Indigo Wild, L.L.C.
ZUM CLEAN & Design ZUM CLEAN	4/15/2008	77448863	3536734	11/25/2008	Indigo Wild, L.L.C.
ZUM BUM & Design ZUM BUM	4/15/2008	77448860	3536733	11/25/2008	Indigo Wild, L.L.C.
ZUMBO & Design ZUMBO	5/16/2012	85627140	4268196	1/1/2013	Indigo Wild, L.L.C.
ZUM BUNDLE & Design ZUM BUNDLE	5/16/2012	85627143	4291490	2/19/2013	Indigo Wild, L.L.C.
ZUM FACE & Design ZUM FACE	5/16/2012	85627152	4291491	2/19/2013	Indigo Wild, L.L.C.
ZUM BAR & Design ZUM BAR	8/21/1998	75540730	2279380	9/21/1999	Indigo Wild, L.L.C.
ANY MORE NATURAL AND YOU'D BE NAKED. & Design ANY MORE NATURAL AND YOU'D BE NAKED.	8/13/2008	77545575	3591052	3/17/2009	Indigo Wild, L.L.C.
ZUM BODY	12/5/2002	78191679	2782019	11/11/2003	Indigo Wild, L.L.C.
ZUM RUB	12/5/2002	78191683	2782020	11/11/2003	Indigo Wild, L.L.C.
ZUM GLOW	12/5/2002	78191685	2784388	11/18/2003	Indigo Wild, L.L.C.
ZUM TUB	12/5/2002	78191692	2788886	12/2/2003	Indigo Wild,

Registered Trademarks	Application Date	Serial Number	Registration No.	Registration Date	Owner
					L.L.C.
ZUM MIST	12/5/2002	78191689	2791351	12/9/2003	Indigo Wild, L.L.C.
ZUM KISS	12/5/2002	78191687	2791350	12/9/2003	Indigo Wild, L.L.C.
INDIGO WILD	12/5/2002	78191694	2987156	8/23/2005	Indigo Wild, L.L.C.
ZUM & Design ZUM	5/30/2007	77193574	3375700	1/29/2008	Indigo Wild, L.L.C.
MAID BY NATURE & Design MAID BY NATURE	8/25/2017	87583798	5432815	3/27/2018	Indigo Wild, L.L.C.

Material Unregistered Marks:

Zum Deo
Eau De Zum
Zum Lab
Zum Oil
Zumbo Kiss
3125