

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486127

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Five Star Chemicals & Supply, LLC | | 08/15/2018 | Limited Liability Company: COLORADO |
| RECEIVING PARTY DATA | | | |
| Name: | Madison Capital Funding LLC, as Agent | | |
| Street Address: | 30 S. Wacker Drive, Suite 3700 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5506004 | FIVE STAR | |
| Registration Number: | 5333840 | 5 | |
| Registration Number: | 3791947 | PBW | |
| Registration Number: | 3707741 | SANICLEAN | |
| Registration Number: | 3707742 | STAR SAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129021061 | | |
| <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> | | | |
| Phone: | 312-577-8438 | | |
| Email: | raquel.haleem@kattenlaw.com | | |
| Correspondent Name: | Raquel Haleem c/o Katten Muchin Rosenman | | |
| Address Line 1: | 525 West Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| NAME OF SUBMITTER: | Raquel Haleem | | |
| SIGNATURE: | /Raquel Haleem/ | | |
| DATE SIGNED: | 08/15/2018 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of August 15, 2018 (this "Agreement"), by FIVE STAR CHEMICALS & SUPPLY, LLC, a Colorado limited liability company (f/k/a Five Star Chemicals and Supply Inc, a Colorado corporation) ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent (as defined in the Credit Agreement) for the Lenders (as hereinafter defined) (in such capacity, "Grantee").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of June 30, 2017, by and among Weiman Products, LLC, a Delaware limited liability company ("Weiman"), Urnex Brands, LLC, a Delaware limited liability company ("Urnex"; together with Weiman, the "Borrowers"), Agent and the financial institutions from time to time party thereto as lenders (the "Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and the Lenders have agreed to make loans and other financial accommodations for the benefit of the Borrowers and their Affiliates (as defined in the Credit Agreement);

WHEREAS, pursuant to the terms of that certain Amended and Restated Guarantee and Collateral Agreement dated as of June 30, 2017, by and among Grantee, Grantor and the other Loan Parties (as defined in the Credit Agreement) from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations of Grantor, Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing (until all Obligations have been Paid in Full)

first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created, acquired or arising (collectively, the "Trademark Collateral"; provided that the Trademark Collateral shall not include the Excluded Property):

- A. all of its Trademarks including those referred to on Schedule I hereto;
- B. the right to obtain all renewals thereof; and
- C. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark.

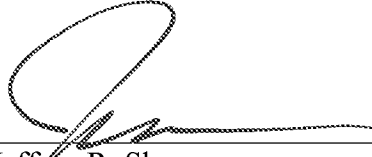
3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Lenders, pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW. This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**FIVE STAR CHEMICALS & SUPPLY,
LLC**

By: 
Name: Jeffrey R. Shannon
Title: Vice President, Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as
Agent

By: 

Name: Patrick Koehl

Title: Director

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

| Mark | Application No. | Application Date | Registration No. | Registration Date |
|-------------|------------------------|-------------------------|-------------------------|--------------------------|
| FIVE STAR | 87375569 | 3/17/17 | 5506004 | 7/3/18 |
| 5 | 87375685 | 3/17/17 | 5333840 | 11/14/17 |
| PBW | 77591540 | 10/13/08 | 3791947 | 5/25/10 |
| SANICLEAN | 77591588 | 10/13/08 | 3707741 | 11/10/09 |
| STAR SAN | 77591616 | 10/13/08 | 3707742 | 11/10/09 |

TRADEMARK APPLICATIONS

None.