

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481564

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
W.M. Barr & Company, Inc.		07/11/2018	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, as Agent		
<b>Street Address:</b>	38 Fountain Square Plaza		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4950224	DAMPRID	
<b>Registration Number:</b>	5030075	JASCO	
<b>Registration Number:</b>	5030077	JASCO	
<b>Registration Number:</b>	5030088	JASCO GREEN	
<b>Registration Number:</b>	5030073	KLEAN STRIP	
<b>Registration Number:</b>	5030089	KLEAN STRIP GREEN	
<b>Registration Number:</b>	4962752	TURPATINE	
<b>Registration Number:</b>	5030090	KLEAN STRIP GREEN	
<b>Registration Number:</b>	4950210	DAMPRID	
<b>Registration Number:</b>	5039191	JASCO GREEN	
<b>Registration Number:</b>	5099929	GOOF OFF	
<b>Registration Number:</b>	5252103	GOOF OFF	
<b>Registration Number:</b>	5334540	MASK&PEEL	
<b>Registration Number:</b>	5334545	MASK&PEEL	
<b>Registration Number:</b>	5323371	PEELER	
<b>Registration Number:</b>	5476884	GOOF OFF	
<b>Registration Number:</b>	5487825	GOOF OFF WORKS THE 1ST TIME!	
<b>Registration Number:</b>	5334594	GOOF OFF WORKS THE 1ST TIME!	
<b>Registration Number:</b>	5334607	GOOF OFF WORKS THE 1ST TIME!	

OP \$840.00 4950224

Property Type	Number	Word Mark
Registration Number:	5363485	HOME ARMOR
Registration Number:	5493483	CITRISTRIP
Registration Number:	5346450	RUSTAID
Registration Number:	4345751	TUFF STUFF
Serial Number:	87418765	ODOR GENIE
Serial Number:	87418794	ODOR GENIE
Serial Number:	87434509	DAMPRID
Serial Number:	87450029	
Serial Number:	87708108	HEFF
Serial Number:	87793666	DAMP
Serial Number:	87793679	DAMP
Serial Number:	87897327	KWIK-STRIP
Serial Number:	87897493	KWIK-STRIP
Serial Number:	87905224	SPEED-STRIP

**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.*

**Email:** emily.klump@clarivate.com

**Correspondent Name:** Laura L. Dunn

**Address Line 1:** 111 West Monroe Street

**Address Line 2:** Chapman and Cutler LLP

**Address Line 4:** Chicago, ILLINOIS 60603

<b>NAME OF SUBMITTER:</b>	Emily Klump
<b>SIGNATURE:</b>	/Emily Klump/
<b>DATE SIGNED:</b>	07/12/2018

**Total Attachments: 7**

- source=WM Barr - Trademark Agreement for Filing#page1.tif
- source=WM Barr - Trademark Agreement for Filing#page2.tif
- source=WM Barr - Trademark Agreement for Filing#page3.tif
- source=WM Barr - Trademark Agreement for Filing#page4.tif
- source=WM Barr - Trademark Agreement for Filing#page5.tif
- source=WM Barr - Trademark Agreement for Filing#page6.tif
- source=WM Barr - Trademark Agreement for Filing#page7.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

W.M. Barr & Company, Inc.

- Individual(s)
- Partnership
- Corporation- State: Tennessee
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) July 11, 2018

- Assignment
- Security Agreement
- Other Trademark Collateral Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Fifth Third Bank, as Agent

Street Address: 38 Fountain Square Plaza

City: Cincinnati

State: Ohio

Country: USA Zip: 45263

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Ohio banking corporation
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Laura L. Dunn

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3408

Docket Number: \_\_\_\_\_

Email Address: ldunn@chapman.com

**6. Total number of applications and registrations involved:**

33

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** , for Chapman and Cutler LLP

July 11, 2018

Signature

Date

Laura L. Dunn, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK COLLATERAL AGREEMENT

This 11th day of July, 2018, W.M. Barr & Company, Inc., a Tennessee corporation ("*Debtor*") with its principal place of business and mailing address at 6750 Lenox Center Court, Suite 200, Memphis, Tennessee 38115, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement dated as of May 1, 2015 among Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

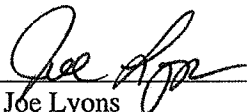
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

W.M. BARR & COMPANY, INC.

By   
Name: Joe Lyons  
Title: Secretary

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

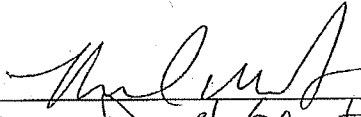
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

W.M. BARR & COMPANY, INC.

By \_\_\_\_\_  
Name: Joe Lyons  
Title: Secretary

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Administrative Agent

By  \_\_\_\_\_  
Name: Samuel Grant  
Title: VP

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
DAMPRID (DESIGN)	4950224	05/03/2016
JASCO (WORD MARK)	5030075	08/30/2016
JASCO (DESIGN)	5030077	08/30/2016
JASCO GREEN (DESIGN)	5030088	08/30/2016
KLEAN STRIP (DESIGN)	5030073	08/30/2016
KLEAN STRIP GREEN (DESIGN)	5030089	08/30/2016
TURPATINE (WORD)	4962752	05/24/2016
KLEAN STRIP GREEN (WORD MARK)	5030090	08/30/2016
DAMPRID (WORD MARK)	4950210	05/03/2016
JASCO GREEN (WORD MARK)	5039191	09/13/2016
GOOF OFF (WORD)	5099929	12/13/2016
GOOF OFF (WORD)	5252103	07/25/2017
MASK & PEEL (DESIGN)	5334540	11/14/2017
MASK & PEEL WITH HAND (DESIGN)	5334545	11/14/2017
PEELER (WORD)	5323371	10/31/2017
GOOF OFF (WORD)	5476884	05/22/2018
GOOF OFF WORKS THE 1ST TIME! (DESIGN)	5487825	06/05/2018
GOOF OFF WORKS THE 1ST TIME! (DESIGN)	5334594	11/14/2017
GOOF OFF WORKS THE 1ST TIME! (DESIGN)	5334607	11/14/2017
HOME ARMOR (DESIGN)	5363485	12/26/2017
CITRISTRIP (WORD)	5493483	06/12/2018
RUSTAID (WORD)	5346450	11/28/2017
TUFF STUFF	4345751	06/04/2013



**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL NO.	FILED
ODOR GENIE (DESIGN)	87418765	04/20/2017
ODOR GENIE (DESIGN)	87418794	04/20/2017
DAMPRID (DESIGN)	87434509	05/03/2017
COLOR GREEN TRADE DRESS (DESIGN)	87450029	05/15/2017
HEFF (WORD)	87708108	12/05/2017
DAMP (WORD)	87793666	02/12/2018
DAMP (WORD)	87793679	02/12/2018
KWIK-STRIP (WORD)	87897327	04/27/2018
KWIK-STRIP (DESIGN)	87897493	04/27/2018
SPEED-STRIP (WORD)	87905224	05/03/2018