

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493669

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MOSQUITO JOE IP, LLC		10/09/2018	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5311462	MOJO BITES BACK
Registration Number:	5311456	BEAT THE BLOODSUCKERS
Registration Number:	5311448	BEAT THE BLOODSUCKERS
Registration Number:	5311046	WE'RE NOT YOUR AVERAGE JOE.
Registration Number:	4940408	STOP SMACKING YOURSELF IN THE FACE.
Registration Number:	4940409	TIRED OF BEING THE MAIN COURSE IN YOUR O
Registration Number:	4940411	HAVEN'T SEEN YOU OUTSIDE IN A WHILE.
Registration Number:	4940416	PLAYTIME IS BACK.
Registration Number:	4940420	GET YOUR OUTSIDE ON.
Registration Number:	4940418	DID YOU MEAN TO DONATE BLOOD ON THE WAY
Registration Number:	4940421	BECAUSE A YARD IS A TERRIBLE THING TO WA
Registration Number:	4940422	YOUR BACKYARD, OUR BATTLEFIELD.
Registration Number:	4940424	KEEP THE MOSQUITOS OFF THE GUEST LIST.
Registration Number:	4940429	MOSQUITOES, TICKS AND FLEAS, JOE'S ONTO
Registration Number:	4767454	SHARE THE MOJO
Registration Number:	4431937	MOJO
Registration Number:	4431938	OUTSIDE IS FUN AGAIN.
Registration Number:	4550144	MOSQUITO JOE
Registration Number:	3858271	MOSQUITO JOE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5311441	MOJO BITES BACK

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Brooke L. Fischer

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	70578-032
NAME OF SUBMITTER:	Brooke L. Fischer
SIGNATURE:	/Brooke L. Fischer/
DATE SIGNED:	10/11/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of October 9, 2018, is made by the Grantors (as identified below), in favor of Ares Capital Corporation, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, MOSQUITO JOE IP, LLC, a Virginia limited liability company (the “**Additional Grantor**”), owns the Trademark Collateral (as defined below); and

WHEREAS, pursuant to Section 20 of the Security Agreement, dated as of May 31, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors named therein and the Collateral Agent, the Additional Grantor is entering into a Counterpart, dated as of the date hereof (the “**Counterpart**”), pursuant to which the Additional Grantor shall become a Grantor under the Security Agreement and grant a security interest to the Collateral Agent in the Trademark Collateral and, in connection therewith, is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Additional Grantor to the Collateral Agent pursuant to the Security Agreement, the Additional Grantor hereby grants to the Collateral Agent a security interest in all of the Additional Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): all Trademarks (as defined in the Security Agreement) owned by the Additional Grantor, and all goodwill of the Additional Grantor’s business symbolized by such Trademarks (including, without limitation, the trademark registered by or applied for in an IP Filing Office set forth on Schedule A annexed hereto).

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder or under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing (and acceptance by the United States Patent and Trademark Office) of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

The Additional Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Upon the Termination Date (as defined in the Security Agreement), the security interest granted hereby shall automatically terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to the Additional Grantor, all without delivery of any instrument or performance of any act by any Person; provided, however, at the Additional Grantor’s request, the Collateral Agent shall execute, acknowledge, and

deliver to the Additional Grantor an instrument in writing confirming the release and termination of the security interest in the Trademark Collateral granted hereby for filing with the relevant IP Filing Office.

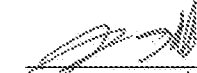
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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

MOSQUITO JOE IP, LLC

By: 
Name: _____
Title: *CEO*

Accepted and Agreed:

ARES CAPITAL CORPORATION,

as the Collateral Agent

By: 

Name:


Title:

MARK AFFOLTER
AUTHORIZED SIGNATORY

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

No.	Trademark	Serial No./ Registration No.	Application Date/ Registration Date
1.	MOJO BITES BACK	App 87468203 Reg 5311462	App 30-MAY-2017 Reg 17-OCT-2017
2.	BEAT THE BLOODSUCKERS	App 87460465 Reg 5311456	App 23-MAY-2017 Reg 17-OCT-2017
3.	BEAT THE BLOODSUCKERS	App 87451473 Reg 5311448	App 16-MAY-2017 Reg 17-OCT-2017
4.	WE'RE NOT YOUR AVERAGE JOE.	App 87388158 Reg 5311046	App 28-MAR-2017 Reg 17-OCT-2017
5.	STOP SMACKING YOURSELF IN THE FACE.	App 86696265 Reg 4940408	App 17-JUL-2015 Reg 19-APR-2016
6.	TIRED OF BEING THE MAIN COURSE IN YOUR OWN BACK YARD?	App 86696271 Reg 4940409	App 17-JUL-2015 Reg 19-APR-2016
7.	HAVEN'T SEEN YOU OUTSIDE IN A WHILE.	App 86696282 Reg 4940411	App 17-JUL-2015 Reg 19-APR-2016
8.	PLAYTIME IS BACK.	App 86696322 Reg 4940416	App 17-JUL-2015 Reg 19-APR-2016
9.	GET YOUR OUTSIDE ON	App 86696356 Reg 4940420	App 17-JUL-2015 Reg 19-APR-2016
10.	DID YOU MEAN TO DONATE BLOOD ON THE WAY TO THE MAILBOX?	App 86696351 Reg 4940418	App 17-JUL-2015 Reg 19-APR-2016
11.	BECAUSE A YARD IS A TERRIBLE THING TO WASTE.	App 86696364 Reg 4940421	App 17-JUL-2015 Reg 19-APR-2016
12.	YOUR BACKYARD, OUR BATTLEFIELD.	App 86696369 Reg 4940422	App 17-JUL-2015 Reg 19-APR-2016
13.	KEEP THE MOSQUITOS OFF THE GUEST LIST.	App 86696387 Reg 4940424	App 17-JUL-2015 Reg 19-APR-2016
14.	MOSQUITOES, TICKS AND FLEAS, JOE'S ONTO YOU.	App 86696424 Reg 4940429	App 17-JUL-2015 Reg 19-APR-2016

15.	SHARE THE MOJO	App 86364910 Reg 4767454	App 13-AUG-2014 Reg 07-JUL-2015
16.	MOJO	App 85880745 Reg 4431937	App 20-MAR-2013 Reg 12-NOV-2013
17.	OUTSIDE IS FUN AGAIN.	App 85880747 Reg 4431938	App 20-MAR-2013 Reg 12-NOV-2013
18.		App 85880749 Reg 4550144	App 20-MAR-2013 Reg 17-JUN-2014
19.	MOSQUITO JOE	App 77893952 Reg 3858271	App 15-DEC-2009 Reg 05-OCT-2010
20.	MOJO BITES BACK	App 87443700 Reg 5311441	App 10-MAY-2017 Reg 17-OCT-2017