

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM495101

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HOMEGUARD PRODUCTS, INC.		10/01/2018	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PENNANTPARK LOAN AGENCY SERVICING, LLC, as collateral agent		
<b>Street Address:</b>	590 MADISON AVENUE, 15TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5311185	ARCTIC-FLASH	
<b>Registration Number:</b>	5408229	TITAN	
<b>Registration Number:</b>	5251891	TOUGHSKIN	
<b>Registration Number:</b>	4418401	HOMEGUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>			
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	049111-0037		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>SIGNATURE:</b>	/ATK/		
<b>DATE SIGNED:</b>	10/23/2018		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of October 1, 2018 (the “**Effective Date**”) by **HOMEGUARD PRODUCTS, INC.** (the “**Grantor**”) in favor of **PENNANTPARK LOAN AGENCY SERVICING, LLC**, 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 Supplement, dated as of the date hereof, which supplements that certain Pledge and Security Agreement, dated as of February 26, 2018 (as supplemented by the Pledge Supplement and as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among, *inter alios*, Ox Two, LLC, a Delaware limited liability company, Ox Intermediate Holdings, LLC, a Delaware limited liability company, the Grantor, the other grantors party thereto and the Collateral Agent;

**WHEREAS**, initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in the Pledge and Security Agreement; 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, for the benefit of the Secured Parties, 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/or the United States Copyright Office, as applicable.

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

**1. Grant of Security.** As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(i) The United States registered trademarks and service marks and applications therefor referred to in Schedule 1 hereto, but for the avoidance of doubt 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 or any registration issuing therefrom under applicable federal law, (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.

**2. Recordation.** The Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

**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.

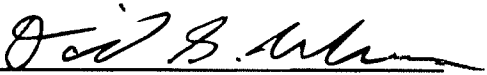
**4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with,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

**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 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, as applicable.

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**IN WITNESS WHEREOF**, each 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.

**HOMEGUARD PRODUCTS, INC.**  
as a Grantor

By:   
Name: David Ulmer  
Title: Chief Executive Officer and President

[Signature Page to Supplement to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006464 FRAME: 0027**

PENNANTPARK LOAN AGENCY SERVICING, LLC,  
as Collateral Agent


By:   
Name: Arthur H. Penn  
Title: Chief Executive Officer

[Signature Page to Supplement to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006464 FRAME: 0028**

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

United States Trademark Registrations and Applications

<u>Trademark, Trade Name, Service Mark</u>	<u>Registration Number</u>	<u>Holder</u>
ARCTIC-FLASH	5311185	Homeguard Products, Inc.
TITAN	5408229	Homeguard Products, Inc.
TOUGHSKIN	5251891	Homeguard Products, Inc.
HOMEGUARD 	4418401	Homeguard Products, Inc.