TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486282

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	103679355

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIFTH THIRD BANK		06/12/2018	Corporation: OHIO

RECEIVING PARTY DATA

Name:	LITTLE BUSY BODIES, LLC
Street Address:	1130 FINDLAY STREET
City:	CINCINNATI
State/Country:	OHIO
Postal Code:	45214
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	85110709	
Serial Number:	85110691	
Serial Number:	85071753	WIPEOUTS
Serial Number:	85071779	WIPE AWAY GERMS WITHOUT THE SQUIRMS
Serial Number:	85071792	FACES & FINGERS
Serial Number:	85071812	BOO-BOOS & OWIES
Serial Number:	85071825	SICKY ICKY NOSES
Serial Number:	85474642	NATURAL CLEAN SALINE
Serial Number:	85474651	FRESH FACES
Serial Number:	85475889	BLASTERS
Serial Number:	85474661	PUT YOUR FRESH FACE ON
Serial Number:	85530356	SALINE AMBASSADOR
Serial Number:	85530351	SNEEZERS
Serial Number:	77704750	BOOGIE
Registration Number:	3887761	SAVE THE SLEEVE
Registration Number:	3835933	THE BUSINESS OF BEING A MOM
Registration Number:	3848597	ACHOOZ
Registration Number:	3541165	BOOGIE WIPES

Property Type	Number	Word Mark
Registration Number:	3750406	BOOGIE MOMS
Registration Number:	3696660	'SNOT YOUR AVERAGE WIPE
Registration Number:	3560905	BOOGIES ON THE RUN
Registration Number:	3726848	GENTLE SALINE WIPES FOR STUFFY NOSES
Registration Number:	3862058	CHOOSE ACHOOZ
Registration Number:	3881543	
Registration Number:	3952199	SALINE SOOTHERS
Registration Number:	4096654	THE NEXT GENERATION OF TISSUES
Registration Number:	4109524	BOOGIE BUDDY

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.

Phone: 513-358-0799

Email: VICKY.CALLAHAN@53.COM

Correspondent Name: VICKY CALLAHAN

Address Line 1: 1MOBB1

Address Line 2: 5001 KINGSLEY DRIVE

Address Line 4: CINCINNATI, UNITED STATES

NAME OF SUBMITTER:	VICKY CALLAHAN
SIGNATURE:	/VICKY CALLAHAN/
DATE SIGNED:	08/16/2018

Total Attachments: 10

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Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

FIFTH THIRD BANK

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: OH
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: LITTLE BUSY BODIES, LLC

Street Address: 1130 FINDLAY STREET

City: CINCINNATI

State: OH

Country: USA Zip: 45214

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☒ Limited Partnership Citizenship OH
☐ Corporation Citizenship
☐ 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)

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

Execution Date(s) 6/12/18

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other RELEASE OF SECURITY INTEREST

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

A. Trademark Application No.(s) Text

SEE ATTACHED

B. Trademark Registration No.(s)

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: VICKY CALLAHAN

Internal Address: 1MOBB1

Street Address: 5001 KINGSLEY DRIVE

City: CINCINNATI

State: OH Zip: 45227

Phone Number: 513-358-0799

Docket Number:

Email Address: vicky.callahan@53.com

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 690.00

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature: Signature 6/12/2018 Date

KATHY BOHMAN
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

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

900289659 05/20/2014

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305012

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Little Busy Bodies, LLC		05/07/2012	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	222 South Riverside Plaza
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	77704750	BOOGIE
Serial Number:	77867219	SAVE THE SLEEVE
Serial Number:	77716556	THE BUSINESS OF BEING A MOM
Serial Number:	77724481	ACHOOZ
Serial Number:	77233002	BOOGIE WIPES
Serial Number:	77485579	BOOGIE MOMS
Serial Number:	77487861	'SNOT YOUR AVERAGE WIPE
Serial Number:	77492320	BOOGIES ON THE RUN
Serial Number:	77648693	GENTLE SALINE WIPES FOR STUFFY NOSES
Serial Number:	77897215	CHOOSE ACHOOZ
Serial Number:	77923625	
Serial Number:	77954588	SALINE SOOTHERS
Serial Number:	77954636	THE NEXT GENERATION OF TISSUES
Serial Number:	85039330	BOOGIE BUDDY
Serial Number:	85110709	
Serial Number:	85110691	
Serial Number:	85071753	WIPEOUTS
Serial Number:	85071779	WIPE AWAY GERMS WITHOUT THE SQUIRMS

OP $690.00 77704750

Property Type	Number	Word Mark
Serial Number:	85071792	FACES & FINGERS
Serial Number:	85071812	BOO-BOOS & OWIES
Serial Number:	85071825	SICKY ICKY NOSES
Serial Number:	85474642	NATURAL CLEAN SALINE
Serial Number:	85474651	FRESH FACES
Serial Number:	85475889	BLASTERS
Serial Number:	85474661	PUT YOUR FRESH FACE ON
Serial Number:	85530356	SALINE AMBASSADOR
Serial Number:	85530351	SNEEZERS

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:	astimac@kmklaw.com
Correspondent Name:	Alison J. Stimac
Address Line 1:	One East Fourth Street
Address Line 2:	Suite 1400
Address Line 4:	Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	FI2290-FI0056
NAME OF SUBMITTER:	Alison J. Stimac
SIGNATURE:	/Alison J. Stimac/
DATE SIGNED:	05/20/2014

Total Attachments: 7

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EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of May 7, 2012, is between each of the Grantors set forth on the signature page hereof (each a "Grantor") and FIFTH THIRD BANK, as Lender ("Secured Party") under the Credit Agreement dated as of May 7, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") between NEHEMIAH MANUFACTURING COMPANY LLC and the Secured Party.

WHEREAS, each Grantor and Secured Party are parties to the Security Agreement dated as of May 7, 2012 (the "Security Agreement"); and

WHEREAS, the Secured Party and each Grantor are entering into this IP Security Agreement in order to memorialize the terms and conditions of the Security Agreement, including by recording this IP Security Agreement with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Secured Party agree as follows (with capitalized terms used but not defined herein having the meanings given to them in the Security Agreement):

1. Grant of Security. In order to secure the payment and performance of the Obligations, each Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) all (i) letters patent of the United States or any political subdivision thereof, (ii) applications for letters patent of the United States, and (iii) reissues, divisions, continuations and continuations-in-part, or extensions thereof, including, without limitation, any of the foregoing listed on Schedule 1 hereof and (iv) all rights to obtain any reissues or extensions of the foregoing (the "Patents");

(b) (i) all trademarks, trade names, brand names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, service marks, logos and other source or business identifiers, and all goodwill associated therewith or symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing listed on Schedule 2 hereof, and (ii) the right to obtain all renewals thereof (the "Trademarks");

(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. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio.

TRADEMARK
REEL: 005283 FRAME: 0253
TRADEMARK
REEL: 006504 FRAME: 0504

IN WITNESS WHEREOF, each Grantor and Secured Party has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

LITTLE BUSY BODIES, LLC

By: _____
Name: Richard Palmer
Title: President

SECURED PARTY:

FIFTH THIRD BANK, as Secured Party

By: Daniel G. Feldmann
Name: Daniel G. Feldmann
Title: Vice President

SCHEDULE 1

Issued Patents and Patent Applications

Country	Grantor	Application/Patent No.
United States	Little Busy Bodies, LLC	7,943,165
United States	Little Busy Bodies, LLC	12/950,694
United States	Little Busy Bodies, LLC	13/094,699
United States	Little Busy Bodies, LLC	13/308,494
United States	Little Busy Bodies, LLC	13/308,502

SCHEDULE 2

Trademark Registrations and Applications

Mark	Grantor	Country	App. No.	Filing Date	Reg. Date	Reg. No.
BOOGIE	Little Busy Bodies, LLC	United States	77/704,750	4/1/2009		
SAVE THE SLEEVE	Little Busy Bodies, LLC	United States	77/867,219	11/6/2009	12/7/2010	3,887,761
THE BUSINESS OF BEING A MOM	Little Busy Bodies, LLC	United States	77/716,556	4/17/2009	8/17/2010	3,835,933
ACHOOZ	Little Busy Bodies, LLC	United States	77/724,481	4/28/2009	9/14/2010	3,848,597
BOOGIE WIPES	Little Busy Bodies, LLC	United States	77/233,002	7/18/2007	12/2/2008	3,541,165
BOOGIE MOMS	Little Busy Bodies, LLC	United States	77/485,579	5/28/2008	2/16/2010	3,750,406
'SNOT YOUR AVERAGE WIPE	Little Busy Bodies, LLC	United States	77/487,861	5/30/2008	10/13/2009	3,696,660
BOOGIES ON THE RUN	Little Busy Bodies, LLC	United States	77/492,320	6/5/2008	1/13/2009	3,560,905
GENTLE SALINE WIPES FOR STUFFY NOSES	Little Busy Bodies, LLC	United States	77/648,693	1/13/2009	12/15/2009	3,726,848
CHOOSE ACHOOZ	Little Busy Bodies, LLC	United States	77/897,215	12/18/2009	10/12/2010	3,862,058
NOSE Logo	Little Busy Bodies, LLC	United States	77/923,625	1/29/2010	11/23/2010	3,881,543
SALINE SOOTHERS	Little Busy Bodies, LLC	United States	77/954,588	3/9/2010	4/26/2011	3,952,199
THE NEXT GENERATION OF TISSUES	Little Busy Bodies, LLC	United States	77/954,636	3/9/2010	2/7/2012	4,096,654

Mark	Grantor	Country	App. No.	Filing Date	Reg. Date	Reg. No.
BOOGIE BUDDY	Little Busy Bodies, LLC	United States	85/039,330	5/14/2010	3/6/2012	4,109,524
WIPE PACKAGE TRADE DRESS	Little Busy Bodies, LLC	United States	85/110,709	8/18/2010		
GREEN & ORANGE WIPE PACKAGE TRADE DRESS	Little Busy Bodies, LLC	United States	85/110,691	8/18/2010		
WIPEOUTS	Little Busy Bodies, LLC	United States	85/071,753	6/25/2010		
WIPE AWAY GERMS WITHOUT THE SQUIRMS	Little Busy Bodies, LLC	United States	85/071,779	6/25/2010		
FACES & FINGERS	Little Busy Bodies, LLC	United States	85/071,792	6/25/2010		
BOO-BOOS & OWIES	Little Busy Bodies, LLC	United States	85/071,812	6/25/2010		
SICKY ICKY NOSES	Little Busy Bodies, LLC	United States	85/071,825	6/25/2010		
NATURAL CLEAN SALINE	Little Busy Bodies, LLC	United States	85/474,642	11/16/2011		
FRESH FACES	Little Busy Bodies, LLC	United States	85/474,651	11/16/2011		
BLASTERS	Little Busy Bodies, LLC	United States	85/475,889	11/17/2011		
PUT YOUR FRESH FACE ON	Little Busy Bodies, LLC	United States	85/474,661	11/16/2011		
SALINE AMBASSADOR	Little Busy Bodies, LLC	United States	85/530,356	1/31/2012		

Mark	Grantor	Country	App. No.	Filing Date	Reg. Date	Reg. No.
SNEEZERS	Little Busy Bodies, LLC	United States	85/530,351	1/31/2012		