

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Comb & Novelty Corporation		12/28/2018	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	One Boston Place		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2552650	MIGHTY TUFF	
Registration Number:	2563698	TRASHMASTER	
Registration Number:	2783704	UNITED PLASTICS	
Registration Number:	2803295	ORGANIZE YOUR MEMORIES	
Registration Number:	2930362	AT YOUR SERVICE	
Registration Number:	2938704	ORGANIZE YOUR HOME	
Registration Number:	2940592	HOOK & LOCK	
Registration Number:	2949328	PAINT SOLUTIONS	
Registration Number:	2967904	ORGANIZE YOUR OFFICE	
Registration Number:	3469634	UNITED SOLUTIONS	
Registration Number:	3469633	UNITED SOLUTIONS FOR THE WAY YOU LIVE	
Registration Number:	3431712	TURN&LOCK	
Registration Number:	3709237	ECO SENSE	
Registration Number:	3496931	ECO SENSE	
Registration Number:	3674864	CRITTER-PROOF	
Registration Number:	3971921	WEATHER TUFF	
Registration Number:	4321664	AIR IT OUT	
Registration Number:	4622670	HANDS FREE	
Registration Number:	4929003	HIGHBOY	
TRADEMARK			

OP \$540.00 2552650

Property Type	Number	Word Mark
Registration Number:	4635396	UNITED SOLUTIONS
Serial Number:	88018620	UNITED SOLUTIONS

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe St., Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.630
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	01/02/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28th day of December, 2018, by and among the Grantor listed on the signature pages hereof ("Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 28, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among UCN Holdings, LLC, a Delaware limited liability company, as parent ("Parent"), United Comb & Novelty Corporation, a Massachusetts corporation ("Initial Borrower"), and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (together with Initial Borrower, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 28, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark

Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

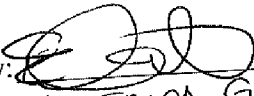
GRANTOR:

UNITED COMB & NOVELTY CORPORATION

By: 
Name: Timothy Dinkin
Title: Chief Executive Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 
Name: ERICA GENTILI
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006515 FRAME: 0458

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Filing Date	Serial No	Registration Date	Registration No.
United Comb & Novelty Corporation	USA	Mighty Tuff (12356-29010)	08/15/01	76/299,760	03/26/02	2,552,650
United Comb & Novelty Corporation	USA	Trashmaster (12356-29011)	08/15/01	76/300,069	04/23/02	2,563,698
United Comb & Novelty Corporation	USA	United Plastics (12356-29012)	02/13/02	76/370,759	11/18/03	2,783,704
United Comb & Novelty Corporation	USA	Organize Your Memories (12356-29015)	05/21/02	76/411,390	01/06/04	2,803,295
United Comb & Novelty Corporation	USA	At Your Service (12356-29036)	02/11/04	76/576,106	03/08/05	2,930,362
United Comb & Novelty Corporation	USA	Organize Your Home (12356-29029)	09/09/03	76/549,773	04/05/05	2,938,704
United Comb & Novelty Corporation	USA	Hook & Lock (12356-29024)	05/21/03	76/518,497	04/12/05	2,940,592
United Comb & Novelty Corporation	USA	Paint Solutions (12356-29034)	11/05/03	76/557,275	05/10/05	2,949,328
United Comb & Novelty Corporation	USA	Organize Your Office (12356-29030)	09/09/03	76/549,772	07/12/05	2,967,904
United Comb & Novelty Corporation	USA	United Solutions (Classes 16, 20, 21,22) (12356-29056)	05/26/06	78/894,230	07/15/2008	3,469,634
United Comb & Novelty Corporation	USA	United Solutions For The Way You Live (12356-29055)	05/26/06	78/894,213	07/15/2008	3,469,633
United Comb & Novelty Corporation	USA	Turn&Lock (12356-29050)	04/06/05	76/635,260	05/20/2008	3,431,712
United Comb & Novelty Corporation	USA	Eco Sense (12356-29067)	08/21/07	77/260,635	11/10/2009	3,709,237

		Class 20				
United Comb & Novelty Corporation	USA	Eco Sense (12356-29067) Class 21	08/21/07	77/975,646	09/02/2008	3,496,931
United Comb & Novelty Corporation	USA	Critter Proof (12356.29072)	07/14/08	76/691,250	09/01/2009	3,674,864
United Comb & Novelty Corporation	USA	Weather Tuff (12356-29084)	06/29/10	85/074,173	05/31/2011	3,971,921
United Comb & Novelty Corporation	USA	Air-it-Out (12356-29094)	8/16/2011	85/399,021	04/16/2013	4,321,664
United Comb & Novelty Corporation	USA	Hands Free (1111-0004)	5/15/2014	85/932,389	10/14/2014	4,622,670
United Comb & Novelty Corporation	USA	Highboy	04/08/15	86/590,361	3/29/2016	4929003
United Comb & Novelty Corporation	USA	United Solutions	9/4/2013	86/055,305	11/11/2014	4635396
United Comb & Novelty Corporation	USA	United Solutions	6/28/2018	88/018,620		

Trade Names

Grantor	Trade Names
United Comb & Novelty Corporation	United Solutions United Plastics

Common Law Trademarks

N/A

Trademarks Not Currently In Use

N/A

Trademark Licenses

1. License Agreement, dated March 31, 2017, by and between Rubbermaid Incorporated and United Comb & Novelty Corporation, as amended.
2. License Agreement, dated July 1, 2017, by and between Rubbermaid Incorporated and United Comb & Novelty Corporation, as amended.
3. License Agreement, dated August 3, 2009, by and between Rubbermaid Incorporated and United Comb & Novelty Corporation, as amended.