

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND ADDENDUM TO SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE HILSINGER COMPANY		05/15/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC		
Street Address:	30 SOUTH WACKER DRIVE, SUITE 3700		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	75753596	LBI	
Serial Number:	73675956	LBI	
Serial Number:	77880309	LBI	
Serial Number:	77688751	CRYSTAL CLEAN	
Serial Number:	77087882	FOR THE EYE	
Serial Number:	73675557	FEDUCCI	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Phone:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	18590480		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	11/28/2018		

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Total Attachments: 5

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SECOND ADDENDUM TO TRADEMARK SECURITY AGREEMENT

THIS SECOND ADDENDUM TO TRADEMARK SECURITY AGREEMENT (this “*Second Addendum*”) is made and entered into this 15th day of May, 2017, by and among, **The Hilsinger Company**, Delaware corporation (“*Grantor*”), in favor of **Madison Capital Funding LLC**, as agent (in such capacity, the “*Agent*”) for all Lenders party to the Credit Agreement referred to below.

RECITALS

WHEREAS, the Grantor is party to that certain Credit Agreement, dated as of May 23, 2014, with the financial institutions that are or may from time to time become parties thereto (the “*Lenders*”) and the Agent (as amended, supplemented, restated or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered to the Agent (i) that certain Guaranty and Collateral Agreement (the “*Collateral Agreement*”) and (ii) that certain Trademark Security Agreement recorded in the United States Patent and Trademark Office at Reel/Frame 5287/0148 (the “*Original Trademark Security Agreement*”), each dated May 23, 2014 under which, among other things, the Grantor granted the Agent a continuing security interest in the Trademark Collateral (as defined in the Original Trademark Security Agreement), as in existence as of such date, to secure all Secured Obligations;

WHEREAS, the Grantor executed and delivered to the Agent an Addendum to the Original Trademark Security Agreement, dated January 20, 2017 (the “*First Addendum*”), for the purpose of recording the security interest of the Agent in certain Trademark Collateral that had been newly acquired, created and/or possessed by Grantor subsequent to the Original Trademark Security Agreement, and which was recorded in the United States Patent and Trademark Office at Reel/Frame 6001/0796;

WHEREAS, since the date of the First Addendum, the Grantor has acquired, created or otherwise come into possession of Additional Trademark Collateral (as defined below);

WHEREAS, under the terms of the Credit Agreement and Collateral Agreement, the Grantor is required to grant the Agent a security interest in all of the Additional Trademark Collateral to secure all Secured Obligations; and the Grantor now desires to grant the Agent the required security interest in the Additional Trademark Collateral and the Agent desires to accept the grant of such security interest all in accordance with the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees to grant to Agent for the ratable benefit of the Lenders, as follows:

SECTION 1 – Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Second Addendum, including its preamble and recitals, have the meanings provided in the Original Trademark Security Agreement.

SECTION 2 – Grant of Security Interest. Grantor hereby grants to the Agent, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest, whether now or hereafter existing or acquired by Grantor, in and to the newly acquired, created and/or possessed Trademark Collateral listed on **Schedule A** to this Second Addendum (the “*Additional Trademark Collateral*”).

SECTION 3 – Security Agreement. This Second Addendum has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Additional Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Credit Agreement, Collateral Agreement, the Original Trademark Security Agreement and the First Addendum. The Credit Agreement, Collateral Agreement, the Original Trademark Security Agreement and the First Addendum (and all rights and remedies of the Agent and each Secured Party under each such document) shall remain in full force and effect in accordance with their respective terms.

SECTION 4 – Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Additional Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, Collateral Agreement and the Original Trademark Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5 – Loan Document. This Second Addendum is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7 – Counterparts. This Second Addendum may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page to this Second Addendum by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Second Addendum.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Second Addendum to be duly executed and delivered as of the date first above written.

GRANTORS:

The Hilsinger Company,
a Delaware corporation

By: 
Name: Paul Janell
Title: Chief Operating Office

AGENT:

Madison Capital Funding LLC,
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Second Addendum to be duly executed and delivered as of the date first above written.

GRANTORS:

The Hilsinger Company,
a Delaware corporation

By: _____
Name:
Title:

AGENT:

Madison Capital Funding LLC,
as Agent

By: K Wieland
Name: Kathryn Wieland
Title: Vice President

SCHEDULE A
to
Second Addendum to Trademark Security Agreement
Additional Trademark Collateral

Grantor	Trademark Name	Reg. No.	Reg. Date
The Hilsinger Company	LBI and Design	75753596	Registered June 27, 2000
The Hilsinger Company	LBI and Design	73675956	Registered March 15, 1988
The Hilsinger Company	LBI	77880309	Registered July 6, 2010
The Hilsinger Company	CRYSTAL CLEAN	77688751	Registered April 27, 2010
The Hilsinger Company	FOR THE EYE	77087882	Registered April 29, 2008
The Hilsinger Company	FEDUCCI	73675557	Registered June 14, 1988