

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508586

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. BANK NATIONAL ASSOCIATION		02/01/2019	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PERSONAL CARE PRODUCTS, LLC		
<b>Street Address:</b>	3001 W. Big Beaver Road		
<b>Internal Address:</b>	Suite 520		
<b>City:</b>	TROY		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48084		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1498214	KRYSTAL KLEEN	
<b>Registration Number:</b>	3646372	KRYSTAL KLEEN	
<b>Registration Number:</b>	1833599	FAMILY CHOICE	
<b>Registration Number:</b>	2816740	ORGANICALLY YOURS	
<b>Registration Number:</b>	2964706	POWER HOUSE	
<b>Registration Number:</b>	3301688	PERSONAL CARE	
<b>Registration Number:</b>	3568965	AHP AMERICAN HOUSEHOLD PRODUCTS	
<b>Registration Number:</b>	3479656	PERSONAL CARE	
<b>Registration Number:</b>	3403416	SCORE	
<b>Serial Number:</b>	85057448	AQUAMARINE	
<b>Serial Number:</b>	85094469	ULTRA VALUE	
<b>Serial Number:</b>	85137267	NATURAL ESSENCE	
<b>Serial Number:</b>	86006804	719 WALNUT AVENUE	
<b>Serial Number:</b>	86975090	719 WALNUT AVENUE	
<b>Serial Number:</b>	85627189	EL CAMINO	
<b>Serial Number:</b>	86210225	GREAT SCENTS	
<b>Serial Number:</b>	86217444	HEALTHY PET	
<b>Serial Number:</b>	85928870	MIRACLE 9 COMPLEX	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86028888	SHEA SOLUTIONS
Serial Number:	86120463	SIMPLY SHEA
Serial Number:	85567677	THE MAN BRAND
Serial Number:	85363337	DRUGSTORE-RX
Registration Number:	4458161	HEALTHY WAY
Registration Number:	4073166	NATURAL ESSENCE BY PERSONAL CARE
Registration Number:	4373717	PURE CLEAN FUN
Registration Number:	1612574	SALON PROFESSIONAL
Registration Number:	4502509	TOP TO BOTTOM
Registration Number:	4254755	VAGI-CARE

#### CORRESPONDENCE DATA

Fax Number: 6123713207

*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: 6123713501

Email: tmg@ballardspahr.com

Correspondent Name: Marilyn Hargens

Address Line 1: 80 South 8th Street

Address Line 2: Suite 2000

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Marilyn Hargens
SIGNATURE:	/mh/
DATE SIGNED:	02/04/2019

#### Total Attachments: 6

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## **RELEASE OF CONFIRMATORY GRANTS OF SECURITY INTEREST IN TRADEMARKS**

THIS RELEASE OF CONFIRMATORY GRANTS OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made effective as of February 1, 2019, by U.S. Bank National Association, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below) in favor of Personal Care Products, LLC, a Delaware limited liability company (the "Company").

WHEREAS, the Company, the Lenders, and the Secured Party are parties to that certain Amended and Restated Credit Agreement dated as of April 3, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agreed to extend to the Company certain credit accommodations;

WHEREAS, the Company has granted security interests to the Secured Party under the Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated as of April 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, in connection with the Security Agreement, the Company executed and delivered a Confirmatory Grant of Security Interest in Trademarks dated as of April 3, 2014 and a Confirmatory Grant of Security Interest in Trademarks dated as of December 7, 2010 (collectively, the "Confirmatory Grants") granting the Secured Party, among other collateral as set forth therein, a security interest in and lien on the trademarks identified on Exhibit A hereto (the "Trademark Collateral");

WHEREAS, the Confirmatory Grants were recorded with the United States Patent and Trademark Office against the Trademark Collateral on December 9, 2010 at Reel number 004428 and frame number 0754, and on May 14, 2014 at Reel number 5280 and frame number 0102, respectively; and

WHEREAS, the Company has satisfied all of the Obligations under the Credit Agreement and the Security Agreement and has requested that the Secured Party terminate and release its security interests in and liens on the Trademark Collateral.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined in this Release shall have the respective meaning given to them in the Credit Agreement, the Security Agreement, or the Confirmatory Grants, as the case may be.

2) Termination and Release of Security Interest. The Secured Party hereby terminates the Confirmatory Grants and terminates, releases, and discharges its security interest in and liens on the Trademark Collateral, including, without limitation, the trademarks listed on Exhibit A hereto, and the Secured Party hereby assigns and transfers to the Company, without representation, warranty or recourse, all of the Secured Party's right, title and interest in and to such trademarks, effective as of the date set forth above.

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IN WITNESS WHEREOF, the Secured Party has executed this Release effective as of the date written above.

U.S. BANK NATIONAL ASSOCIATION,  
as Secured Party

By: 

Name: Richard A. Clemmerson

Title: Senior Vice President

**Exhibit A****Trademark Registrations:**

<b>Mark</b>	<b>File No.</b>	<b>Serial No. / Filing Date</b>	<b>Registration No. / Issue Date</b>	<b>Status</b>	<b>Country</b>
KRYSTAL KLEEN	AHP-30619/02	617,268/8/ 29/1986	1,498,214 8/2/1988	Issued	US
KRYSTAL KLEEN	AHP-30681/02	77/588,064 /10/8/2008	3,646,372 6/30/2009	Issued	US
FAMILY CHOICE	AHP-31219/02	357,531/ 2/10/1993	1,833,599 5/3/1994	Issued.	US
ORGANICALLY YOURS	AHP-33219/02	76/504,244 4/7/2003	2,816,740 2/24/2004	Issued.	US
POWER HOUSE	AHP-33319/02	76/574,334 2/6/2004	2,964,706 7/5/2005	Issued.	US
PERSONAL CARE	AHP-33619/02	78/546,924 1/13/2005	3,301,688 10/2/2007	Issued	US
AHP AMERICAN HOUSEHOLD PRODUCTS and design	AHP-33919/02	77/231,225 7/17/2007	3,568,965 2/3/2009	Issued	US
PERSONAL CARE BABY SHAMPOO	AHP-34080/02	2007-9693 7/5/2007		Pending	Costa Rica
PERSONAL CARE CORN STARCH BABY POWDER and design	AHP-34280/02	2007-9923 7/12/2007	176050 6/12/2008	Issued	Costa Rica
PERSONAL CARE SHOWER AND BATH POWDER and design	AHP-34380/02	2007-9922 7/12/2007	176049 6/12/2008	Issued	Costa Rica
PERSONAL CARE and design	AHP-34519/02	77/324,280 11/8/2007	3,479,656 8/5/2008	Issued	US
SCORE		78868802/ 4/25/2006	3403416/ 3/25/2008	Issued	US

**Trademark Applications:**

AQUAMARINE	AHP-34780/02	85/057,448 6/8/2010		Pending. Trademark Office Action response due: 3/19/2011 *	US
ULTRA VALUE	AHP-34819/02	85/094,469 7/28/2010		Pending. Trademark Office Action response due: 3/19/2011	US
NATURAL ESSENCE	AHP-34919/02	85/137,267 9/24/2010		Pending	US

\* Borrower's pending application for the trademark Aquamarine was refused based on confusing similarity.


**Pending Intent-to-Use Trademark Applications:**

<b>Mark</b>	<b>Class(es)</b>	<b>Appl. No. Appl. Date</b>	<b>Owner</b>
<b>719 WALNUT AVE</b>	11	86006804 10-JUL-2013	Personal Care Products LLC (Michigan Limited Liability Co.)
<b>719 WALNUT AVE</b>	4	86975090 10-JUL-2013	Personal Care Products LLC (Michigan Limited Liability Co.)
<b>EL CAMINO</b>	3	85627189 16-MAY-2012	Personal Care Products LLC (Michigan Limited Liability Co.)
<b>GREAT SCENTS</b>	4, 5	86210225 4-MAR-2014	Personal Care Products LLC (Michigan Limited Liability Co.)
<b>HEALTHY PET (Stylized)</b>	3	86217444 11-MAR-2014	Personal Care Products, LLC (Delaware Limited Liability Co.)
<b>MIRACLE 9 COMPLEX</b>	3	85928870 10-MAY-2013	Personal Care Products LLC (Michigan Limited Liability Co.)
<b>SHEA SOLUTIONS</b>	3	86028888 5-AUG-2013	Personal Care Products, LLC (Delaware Limited Liability Co.)
<b>SIMPLY SHEA</b>	3	86120463 15-NOV-2013	Personal Care Products, LLC (Delaware Limited Liability Co.)
<b>THE MAN BRAND</b>	3	85567677 13-MAR-2012	Personal Care Products LLC (Michigan Limited Liability Co.)

**Pending Use-Based Trademark Applications:**

<b>Mark</b>	<b>Class(es)</b>	<b>Appl. No. Appl. Date</b>	<b>Owner</b>
<b>DRUGSTORE-RX</b>	3	85363337 5-JUL-2011	Personal Care Products LLC (Delaware Limited Liability Co.)

**Trademark Registrations:**

<b>Mark</b>	<b>Class(es)</b>	<b>Reg. No. Reg. Date</b>	<b>Owner</b>
<b>HEALTHY WAY</b>	29	4458161 31-DEC-2013	Personal Care Products, LLC (Michigan Limited Liability Co.)
<b>NATURAL ESSENCE BY PERSONAL CARE</b> 	3	4073166 23-DEC-2011	Personal Care Products LLC (Delaware Limited Liability Co.)
<b>PURE CLEAN FUN</b>	3	4373717 23-JUL-2013	Personal Care Products LLC (Delaware Limited Liability Co.)
<b>SALON PROFESSIONAL</b>	3	1612574 11-SEP-1990	Personal Care Products, LLC (Delaware Limited Liability Co.)
<b>TOP TO BOTTOM</b>	3	4502509 25-MAR-2014	Personal Care Products LLC (Delaware Limited Liability Co.)
<b>VAGI-CARE</b>	5	4254755 4-DEC-2012	Personal Care Products, LLC (Minnesota Corporation)