

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM515655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST AND REASSIGNMENT OF PATENTS, TRADEMARKS AND TRADEMARK APPLICATIONS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Praesidian Capital Bridge Fund LP (In Its Capacity As The Successor To Praesidian Capital Management II LLC)		03/21/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	J & D Brush Co., LLC		
Street Address:	5 Adams Avenue		
City:	Hauppauge		
State/Country:	NEW YORK		
Postal Code:	11788		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	J & D Brush Holdings, LLC		
Street Address:	5 Adams Avenue		
City:	Hauppauge		
State/Country:	NEW YORK		
Postal Code:	11788		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3543671	LUXOR PRO	
Registration Number:	3399693	LURE	
Registration Number:	3457729	TS-2	
Registration Number:	4330506	WET BRUSH	
Registration Number:	4331129	INTELLIFLEX	
Registration Number:	4594669	THE WET SPRAY	
Registration Number:	4458123	WET FACE	
Registration Number:	4459211	THE LOVE BRUSH	
Registration Number:	4440298	CARBONITE	
Registration Number:	4439649	BIG BALLS	
Registration Number:	4430065	WET	
TRADEMARK			

CH \$565.00 3543671

Property Type	Number	Word Mark
Registration Number:	4391317	THE SHINE BRUSH BY "WET" BRUSH
Registration Number:	4492700	THE "MAN" BRUSH
Registration Number:	4384066	THE "WET" PED
Registration Number:	4418140	THE WET CLIP BY THE WET BRUSH
Registration Number:	4528274	THE CONDITION BRUSH
Registration Number:	4492701	SOFTIPS
Registration Number:	4556057	WET BRUSH
Registration Number:	4460215	WET DRY
Registration Number:	4601012	TIP2TOE
Registration Number:	4695005	SELFIE BRUSH
Serial Number:	86509327	EPIC COLLECTION

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 19th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1856
NAME OF SUBMITTER:	Scott Kareff (014951-1856)
SIGNATURE:	/kc for sk/
DATE SIGNED:	03/22/2019

Total Attachments: 34

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (the “**Release**”) is entered into as of this 21st day of March, 2019 by (i) Praesidian Capital Bridge Fund LP, a Delaware limited partnership (in its capacity as the successor to Praesidian Capital Management II, LLC as agent, the “**Secured Party**”), and (ii) J & D Brush Co., LLC, a Delaware limited liability company, and J & D Brush Holdings, LLC, a Delaware limited liability company, (each a “**Debtor**” and collectively, the “**Debtors**”).

WHEREAS, Debtors entered into that certain Patent and Trademark Security Agreement, dated October 14, 2015 by and between Secured Party, Debtors, and the other parties thereto (the “**Agreement**”), a copy of which is attached hereto as Exhibit A;

WHEREAS, Debtors are the owners of record of the patents, patent applications, trademarks, and trademark applications listed on the attached Exhibit B, now issued or pending in the country indicated in Exhibit B, and all products and proceeds of the foregoing (the “**IP Collateral**,” further defined in the Agreement);

WHEREAS, each Debtor granted to the Secured Party a security interest in substantially all of the assets of such Debtor including all right, title and interest of such Debtor in, to and under then owned and thereafter acquired IP Collateral to secure Debtors’ obligations under the Agreement;

WHEREAS, the Secured Party desires to release its security interest in the IP Collateral and terminate the Agreement; and

WHEREAS, the parties acknowledge that all obligations of Debtors with respect to the IP Collateral under the Agreement have been paid in full.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows.

1. Release of Security Interest. In consideration of payment and satisfaction of certain terms of the Agreement including, without limitation, satisfaction of all of Debtors’ obligations and payment of all amounts due and payable in connection with the IP Collateral (the receipt of which is hereby acknowledged), Secured Party hereby releases all liens, security interests, right, title, and interest of Secured Party pursuant to the Agreement in the IP Collateral, without recourse or representation or warranty, express or implied. Secured Party hereby authorizes Debtors or Debtors’ designee to record with the U.S. Patent and Trademark Office this Release and such other documents as necessary to effectuate and perfect this Release.

2. UCC Releases; Further Assurances. Secured Party hereby authorizes Debtors or Debtors’ designee to record and file, with the Delaware Secretary of State and other jurisdictions in which UCC filings have been made, this Release and such other documents as necessary to effectuate and perfect this Release. Secured Party shall deliver to Debtors such UCC

releases or amendments as are reasonably requested to release the security interests in the IP Collateral held pursuant to the Agreement. In addition, Secured Party agrees that it will, from time to time, promptly execute and deliver all further releases, instruments and documents and take such further action as may be necessary or desirable that Debtors reasonably request in order to obtain the full and complete release of any security interest or guaranty granted or purported to be granted to Secured Party.

3. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles of any jurisdiction to the contrary.

[Signature Page Follows]

IN WITNESS WHEREOF, the each party set forth below has caused this Release to be signed by its duly authorized representative as of the date first written above.

SECURED PARTY:

PRAESIDIAN CAPITAL BRIDGE FUND LP

By: _____

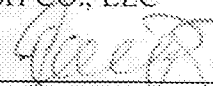
Name: Jason Drattell

Title: Managing Partner

IN WITNESS WHEREOF, the each party set forth below has caused this Release to be signed by its duly authorized representative as of the date first written above.

DEBTORS:

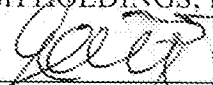
J & D BRUSH CO., LLC

By: 

Name: Gay Bailey

Title: CTO

J & D BRUSH HOLDINGS, LLC

By: 

Name: Gay Bailey

Title: CTO

Exhibit A
Security Agreement

This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement dated as of October 14, 2015 (the “Subordination Agreement”), by and among United Insurance Company of America and the other Subordinated Lenders (as defined therein), Praesidian Capital Management II, LLC, as administrative agent and collateral agent for Subordinated Lenders, and Deerpath Capital II, LP, as administrative agent and collateral agent for the Senior Lenders (as defined therein) (in such capacity, the “Senior Agent”), and acknowledged by J & D Brush Holdings, LLC, and the other guarantors from time to time party to the Senior Loan Agreement (as defined below) (together with Holdings, each, a “Guarantor” and collectively, the “Guarantors”); J & D Brush Co., LLC, a Delaware limited liability company (the “Company”), TS-JDIP, LLC, a Delaware limited liability company (the “Initial Borrower”), and the other borrowers from time to time party to the Senior Loan Agreement (together with the Company and the Initial Borrower, the “Borrowers”; the Borrowers together with the Guarantors, the “Loan Parties”), to the indebtedness (including interest) owed by the Loan Parties pursuant to that certain Loan Agreement dated as of October 14, 2015, by and among the Loan Parties, Senior Agent and Senior Lenders, and to indebtedness refinancing the indebtedness under that agreement, to the extent permitted by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, this “Agreement”) made as of this 14th day of October, 2015 by TS-JDIP, LLC, a Delaware limited liability company (the “Initial Borrower”), J & D BRUSH CO., LLC, a Delaware limited liability company (the “Company” and together with the Initial Borrower, the “Borrowers” and each individually, a “Borrower”), J & D BRUSH HOLDINGS, LLC, a Delaware limited liability company (“Holdings”, and together with the Borrowers, each a “Grantor” and collectively, the “Grantors”), and PRAESIDIAN CAPITAL MANAGEMENT II, LLC, a Delaware limited liability company as agent (in such capacity, the “Agent”).

W I T N E S S E T H

WHEREAS, Grantors, Agent, and the Lenders are parties to that certain Securities Purchase Agreement and Security Agreement, dated as of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the “Purchase Agreement”) providing for the loans to be made to the Borrowers by Lenders in exchange for the Notes (as defined in the Purchase Agreement);

WHEREAS, each Grantor has granted to the Lenders a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired IP Collateral (as defined below) to secure

the payment of all amounts owing by such Grantor under the Purchase Agreement and the Transaction Documents; and

WHEREAS, all terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Purchase Agreement. The Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Lenders shall be in addition to any rights and remedies granted under the Purchase Agreement and the Transaction Documents, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the IP Collateral) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the IP Collateral) in accordance with the terms of the Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. Subject to the terms of the Mezzanine Debt Subordination Agreement, to secure the payment and performance of the Obligations, such Grantor hereby grants to Lenders, and hereby reaffirms its prior grant pursuant to the Purchase Agreement, of a continuing security interest in such Grantor's entire right, title and interest in and to the following (the "**IP Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each patent listed on Schedule I annexed hereto and each trademark listed on Schedule I annexed hereto (such trademarks referred to as the "**Trademarks**"), together with any additions thereto, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim such Grantor has against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants.

(i) Such Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the IP Collateral without prior written consent of the Lenders, except as otherwise permitted under the Purchase Agreement.

(ii) Such Grantor agrees to disclose to Lenders in the Compliance Certificate required quarterly under the Purchase Agreement, all (i) previously filed patent and trademark applications for which such Grantor received notice of approval, together with the registration numbers for any and all such approved patents and trademarks, and (ii) new applications for patents and

trademarks filed by such Grantor, in each case since the last Compliance Certificate provided by such Grantor.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Purchase Agreement which has not been waived in writing by the Required Lenders, such Grantor hereby covenants and agrees that the Required Lenders, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, may take such action permitted under the Purchase Agreement and the Transaction Documents, in its exclusive discretion, to foreclose upon the IP Collateral covered hereby. Upon the occurrence of an Event of Default that has not been waived in writing by the Required Lenders, such Grantor hereby authorizes and empowers the Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the IP Collateral or to grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone else including, without limitation, the power to execute a patent and trademark assignment in the form attached hereto as Exhibit 1. Such Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Purchase Agreement and the Transaction Documents, and until all of the Obligations are indefeasibly paid and satisfied in full and the Purchase Agreement is terminated.

5. GOVERNING LAW; JURISDICTION; JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS OR INSTRUMENTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN SUCH STATE. EACH GRANTOR HEREBY IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR TRANSACTIONS CONTEMPLATED HEREBY MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE LOCATED IN THE COUNTY OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR HEREBY EXPRESSLY SUBMITS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSES THEREOF AND EXPRESSLY WAIVES ANY CLAIM OF IMPROPER VENUE AND ANY CLAIM THAT SUCH COURTS ARE AN INCONVENIENT FORUM. EACH GRANTOR HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS ADDRESS SET FORTH IN SECTION 12.02 OF THE PURCHASE AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF AGENT OR ANY LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY GRANTOR IN ANY OTHER JURISDICTION. EACH GRANTOR AND EACH OF ITS SUBSIDIARIES HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN

CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. EACH CREDIT AND EACH OF ITS SUBSIDIARIES (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT AGENT OR SUCH LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (II) ACKNOWLEDGES THAT AGENT AND EACH LENDER HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, AND THE OTHER TRANSACTION DOCUMENTS TO WHICH IT IS GRANTOR BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS CONTAINED HEREIN.

6. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Lenders

7. Signatures; Counterparts. Facsimile or electronic transmissions of any executed original document and/or retransmission of any executed facsimile or electronic transmission shall be deemed to be the same as the delivery of an executed original. At the request of any party hereto, the other parties hereto shall confirm facsimile or electronic transmissions by executing duplicate original documents and delivering the same to the requesting party or parties. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

8. Additional Grantor. It is understood and agreed that any Person that desires to become a Grantor hereunder, or is required to become a party to this Agreement after the date hereof pursuant to the requirements of the Purchase Agreement or any other Transaction Document, shall become a Grantor hereunder by (x) executing a joinder agreement in the form set forth on Exhibit J to the Purchase Agreement, (y) delivering supplements to Schedules hereto as are necessary to cause such Schedules to be complete and accurate with respect to such additional Grantor on such date and (z) taking all actions as specified in this Agreement as would have been taken by a Grantor had it been an original party to this Agreement, in each case with all documents required above to be delivered to the Agent and with all documents and actions required above to be taken to the reasonable satisfaction of the Agent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

TS-JDIP, LLC

By: 
Name: Leigh Randall
Title: Chief Executive Officer

J & D BRUSH CO., LLC

By: _____
Name: Jeffrey Roscnzweig
Title: Chief Executive Officer

[Signature Page to Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

TS-JDIP, LLC

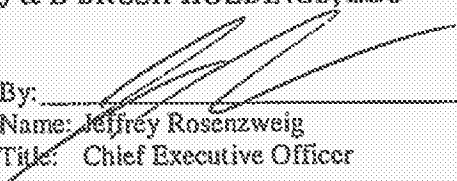
By: _____
Name: Leigh Randall
Title: Chief Executive Officer

J & D BRUSH CO., LLC

By: _____
Name: Jeffrey Rosenzweig
Title: Chief Executive Officer

[Signature Page to Patent and Trademark Security Agreement]

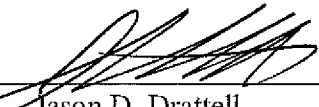
J & D BRUSH HOLDINGS, LLC

By: 
Name: Jeffrey Rosenzweig
Title: Chief Executive Officer

[Signature Page to Patent and Trademark Security Agreement]

Agreed and Accepted:

**PRAESIDIAN CAPITAL MANAGEMENT
II, LLC, as Agent**

By: 
Name: Jason D. Drattell
Title: Manager

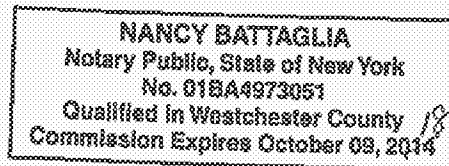
[Signature Page to Patent and Trademark Security Agreement]

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NEW YORK : SS
COUNTY OF WESTCHESTER :

On this 9 of October, 2015, before me personally appeared LEIGH RANDALL, to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of TS-JDIP, LLC, that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and she/he desires the same to be recorded as such.

Nancy Battaglia
Notary Public
My Commission Expires: OCTOBER 9, 2018



[Signature Page to Patent and Trademark Security Agreement]

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New York : SS
COUNTY OF Suffolk :

On this 12th of October, 2015, before me personally appeared Jeffrey Rosenzweig to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of J & D BRUSH CO., LLC, that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and she/he desires the same to be recorded as such.

Elayne Greco
Notary Public
My Commission Expires:

ELAYNE GRECO
Notary Public - State of New York
No. 01GR0003000
Qualified in Suffolk County
My Commission Expires 06/01/20 17

[Signature Page to Patent and Trademark Security Agreement]

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New York : SS
COUNTY OF Suffolk :

On this 12th of October, 2015, before me personally appeared Jeffrey Rosenzweig to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of J & D BRUSH HOLDINGS, LLC, that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and she/he desires the same to be recorded as such.

Elayne Greco
Notary Public
My Commission Expires:

ELAYNE GRECO
Notary Public - State of New York
No. 01GP606063
Qualified in Suffolk County
My Commission Expires 09/04/2017

[Signature Page to Patent and Trademark Security Agreement]

SCHEDULE I

PATENT AND TRADEMARK REGISTRATIONS

Patents:

Country	Status, Filing Date, App. Serial No.	Pat/Reg No., Issue/Reg Date	Title
USA	Issued Filed: 1/23/2008 Serial #: 29/294,679	Issued Filed: 1/23/2008 Serial #: 29/294,679	Title: Product Packaging (TS-2 packaging)
USA	Pending Filed: 5/1/2013 Serial #: 29/453,686		Title: Paddle Brush (Aquavent Paddle Brush)
USA	Pending Filed: 7/24/2014 Serial #: 29/497,451		Title: PHONE CASE HAIR BRUSH (Selfie Brush)
China	Pending Filed: 10/8/2014 Serial #: 201430377026.9		Title: PHONE CASE HAIR BRUSH (Selfie Brush)
USA	Pending Filed: 10/20/2014 Serial #: 29/506,792		Title: HAIR BRUSH (Pro Curve)
China	Pending		Title: HAIR BRUSH

	Filed: 6/5/2015 Serial #: 201530181108.0		(Pro Curve)
USA	Pending Filed: 5/20/2015 Serial #: 29/527,552		Title: Foldable Pop Up Brush
China	New Filed: None Serial #: None		Title: Foldable Pop Up Brush
USA	Pending Filed: 5/20/2015 Serial #: 29/527,562		Title: SPRAY BRUSH
USA	Pending Filed: 8/5/2015 Serial #: 29/535,351		Title: Brush (Deluxe Wet Brush)
USA	Pending Filed: 8/5/2015 Serial #: 29/535,353		Title: Brush (Loop Brush)
USA	Pending Filed: 10/4/2013 Serial #: 61/886,758		Title: Phone Case Hair Brush (Selfie Brush)
USA	Pending Filed: 7/18/2014 Serial #: 14/334,963		Title: PHONE CASE HAIR BRUSH (Selfie Brush)
China	Pending Filed: 10/8/2014		Title: PHONE CASE HAIR BRUSH (Selfie Brush)

	Serial #: 201410525596.7	Brush)
European Union	Pending Filed: 9/15/2014 Serial #: EP11466018.0	Title: PHONE CASE HAIR BRUSH (Selfie Brush)
PCT	Pending Filed: 8/22/2014 Serial #: PCT/US14/52393	Title: PHONE CASE HAIR BRUSH (Selfie Brush)


Trademarks:

Country	Status, Filing Date, App. Serial No.	Pat/Reg No., Issue/Reg Date	Title
USA	Registered Filed: 10/10/2005 Serial #: 78/730,175	Registered: 12/9/2008 Reg. #: 3,543,671	Title: LUXOR PRO
USA	Registered Filed: 11/22/2005 Serial #: 78/759,059	Registered: 3/18/2008 Reg. #: 3,399,693	Title: LURE
USA	Registered Filed: 11/5/2007 Serial #: 77/321,155	Registered: 7/1/2008 Reg. #: 3,457,729	Title: TS-2
European Union	Registered Filed: 4/29/2008 Serial #:	Registered: 1/19/2009 Reg. #: 006899769	Title: TS-2

	006899769		
USA	Registered Filed: 3/14/2012 Serial #: 85/569,392	Registered: 5/7/2013 Reg. #: 4,330,506	Title: THE WET BRUSH
Australia	Registered Filed: 10/10/2013 Serial #: 1,585,228	Registered: 10/10/2013 Reg. #: 1,585,228	Title: THE WET BRUSH
Brazil	Pending Filed: 6/13/2012 Serial #: 904894487		Title: THE WET BRUSH
Canada	Registered Filed: 7/17/2012 Serial #: 1,586,568	Registered: 2/25/2014 Reg. #: TMA872,133	Title: THE WET BRUSH
European Union	Registered Filed: 8/15/2012 Serial #: 011120474	Registered: 4/29/2013 Reg. #: 011120474	Title: THE WET BRUSH
Israel	Pending Filed: 12/22/2013 Serial #: 261,525		Title: THE WET BRUSH
Japan	Registered Filed: 8/7/2012 Serial #: 2012-064046	Registered: 10/19/2012 Reg. #: 5,529,741	Title: THE WET BRUSH
Mexico	Registered Filed: 10/18/2013 Serial #: 1423778	Registered: 1/22/2014 Reg. #: 1428918	Title: THE WET BRUSH
Turkey	Registered Filed: 4/25/2014 Serial #:	Registered: 1/27/2015 Reg. #: 201434223	Title: THE WET BRUSH

	2014/34223		
USA	Registered Filed: 8/7/2012 Serial #: 85/696,923	Registered: 5/7/2013 Reg. #: 4,331,129	Title: INTELLIFLEX
Australia	Registered Filed: 10/10/2013 Serial #: 1,585,232	Registered: 10/10/2013 Reg. #: 1,585,232	Title: INTELLIFLEX
Canada	Registered Filed: 12/18/2012 Serial #: 1,607,268	Registered: 5/6/2015 Reg. #: TMA902,947	Title: INTELLIFLEX
European Union	Registered Filed: 3/4/2013 Serial #: 011623733	Registered: 7/2/2013 Reg. #: 011623733	Title: INTELLIFLEX
Mexico	Registered Filed: 11/27/2014 Serial #: 1553469	Registered: 4/24/2015 Reg. #: 1,532,623	Title: INTELLIFLEX
USA	Registered Filed: 10/18/2013 Serial #: 86/095,955	Registered: 8/26/2014 Reg. #: 4,594,669	Title: THE WET SPRAY
USA	Registered Filed: 4/8/2013 Serial #: 85/897,445	Registered: 12/31/2013 Reg. #: 4,458,123	Title: WET FACE
USA	Registered Filed: 6/7/2013 Serial #: 85/953,255	Registered: 12/31/2013 Reg. #: 4,459,211	Title: THE LOVE BRUSH
USA	Registered Filed: 5/29/2013	Registered: 11/26/2013	Title: CARBONITE

	Serial #: 85/945,758	Reg. #: 4,440,298	
USA	Registered Filed: 4/8/2013 Serial #: 85/897,444	Registered: 11/26/2013 Reg. #: 4,439,649	Title: BIG BALLS
USA	Registered Filed: 3/4/2013 Serial #: 85/865,505	Registered: 11/5/2013 Reg. #: 4,430,065	Title: WET
USA	Registered Filed: 12/18/2012 Serial #: 85/806,101	Registered: 8/27/2013 Reg. #: 4,391,317	Title: THE SHINE BRUSH BY "WET" BRUSH
Canada	Registered Filed: 12/19/2012 Serial #: 1,607,274	Registered: 1/9/2014 Reg. #: TMA868,672	Title: THE SHINE BRUSH BY "WET" BRUSH
European Union	Registered Filed: 9/13/2013 Serial #: 12136784	Registered: 1/15/2014 Reg. #: 12136784	Title: THE SHINE BRUSH BY "WET" BRUSH
USA	Registered Filed: 12/18/2012 Serial #: 85/806,096	Registered: 3/4/2014 Reg. #: 4,492,700	Title: THE "MAN" BRUSH
USA	Registered Filed: 3/4/2013 Serial #: 85/806,096	Registered: 8/13/2013 Reg. #: 4,384,066	Title: THE WET PED
USA	Registered Filed: 3/4/2013 Serial #: 85/865,557	Registered: 10/15/2013 Reg. #: 4,418,140	Title: THE WET CLIP BY THE WET BRUSH

USA	Registered Filed: 5/29/2013 Serial #: 85/945,762	Registered: 5/13/2014 Reg. #: 4,528,274	Title: THE CONDITION BRUSH
USA	Registered Filed: 12/18/2012 Serial #: 85/806,105	Registered: 3/4/2014 Reg. #: 4,492,701	Title: SOFTIPS
China	Registered Filed: 9/24/2013 Serial #: 13279861	Registered: 3/7/2015 Reg. #: 13,279,861	Title: THE WET BRUSH WITH INTELLIFLEX
South Africa	Pending Filed: 9/20/2013 Serial #: 2013/26568		Title: THE WET BRUSH WITH INTELLIFLEX
Taiwan	Pending Filed: 9/25/2013 Serial #: 102053176		Title: THE WET BRUSH WITH INTELLIFLEX
USA	Registered Filed: 12/23/2013 Serial #: 86/151,643	Registered: 6/24/2014 Reg. #: 4,556,057	Title: THE WET BRUSH Logo 
USA	Registered Filed: 3/4/2013 Serial #: 85/865,512	Registered: 12/31/2013 Reg. #: 4,460,215	Title: WET DRY
USA	Registered Filed: 2/6/2014	Registered: 9/9/2014 Reg. #: 4,601,012	Title: TIP2TOE

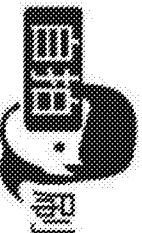

	Serial #: 86/186,220		
USA	Registered Filed: 6/19/2014 Serial #: 86/314,852	Registered: 3/3/2015 Reg. #: 4,695,005	Title: SELFIE BRUSH
European Union	Registered Filed: 6/23/2014 Serial #: 013019922	Registered: 11/13/2014 Reg. #: 013019922	Title: SELFIE BRUSH
China	Pending Filed: 7/18/2015 Serial #: 14,820,605		Title: SELFIE BRUSH & Design (Chinese characters) 
China	Pending Filed: 12/1/2014 Serial #: 15,826,733		Title: Shi Mo Shu 施墨书
USA	Pending Filed: 1/21/2015 Serial #: 86/509,327		Title: EPIC COLLECTION
China	Pending Filed: April 2015 Serial #: None		Title: WET BRUSH Logo 

EXHIBIT 1

PATENT AND TRADEMARK ASSIGNMENT

WHEREAS, TS-JDIP, LLC, a Delaware limited liability company (the “**Initial Borrower**”), J & D BRUSH CO., LLC a Delaware limited liability company (the “**Company**”), and J & D BRUSH HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”; and together with the Initial Borrower and the Company, each, a “**Grantor**” and collectively, the “**Grantors**”) is the registered owner of the United States patents, trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof (“**IP Collateral**”), which are registered in the United States Patent and Trademark Office; and

WHEREAS, UNITED INSURANCE COMPANY OF AMERICA, an Illinois corporation (the “**Grantee**”), having a place of business at One East Wacker Drive – 9th Floor, Chicago, IL 60601, is desirous of acquiring said IP Collateral;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patent and Trademark Security Agreement dated as of October 14, 2015 between Grantor and Grantee, all of its present and future right, title and interest in and to the IP Collateral and all proceeds thereof and all goodwill associated therewith.

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[Signature Page to Patent and Trademark Assignment]

IN WITNESS WHEREOF, the undersigned has caused this Patent and Trademark Assignment to be executed as of the ____ day of October, 2015.

TS-JDIP, LLC

By: _____

Name: Leigh Randall

Title: Chief Executive Officer

J & D BRUSH CO., LLC

By: _____

Name: Jeffrey Rosenzweig

Title: Chief Executive Officer

[Signature Page to Patent and Trademark Assignment]

J & D BRUSH HOLDINGS, LLC

By: _____

Name: Jeffrey Rosenzweig

Title: Chief Executive Officer

[Signature Page to Patent and Trademark Assignment]

Exhibit B

Patents and Trademarks

Patents:

Country	Filing Date, App. Serial No.	Pat/Reg No., Issue/Reg Date	Title
USA	Filed: 1/23/2008 Serial #: 29/294,679	Filed: 1/23/2008 Serial #: 29/294,679	Title: Product Packaging (TS-2 packaging)
USA	Filed: 5/1/2013 Serial #: 29/453,686		Title: Paddle Brush (Aquavent Paddle Brush)
USA	Filed: 7/24/2014 Serial #: 29/497,451		Title: PHONE CASE HAIR BRUSH (Selfie Brush)
China	Filed: 10/8/2014 Serial #: 201430377026.9		Title: PHONE CASE HAIR BRUSH (Selfie Brush)
USA	Filed: 10/20/2014 Serial #: 29/506,792		Title: HAIR BRUSH (Pro Curve)
China	Filed: 6/5/2015 Serial #: 201530181108.0		Title: HAIR BRUSH (Pro Curve)
USA	Filed: 5/20/2015 Serial #: 29/527,552		Title: Foldable Pop Up Brush
China	Filed: None Serial #: None		Title: Foldable Pop Up Brush

Country	Filing Date, App. Serial No.	Pat/Reg No., Issue/Reg Date	Title
USA	Filed: 5/20/2015 Serial #: 29/527,562		Title: SPRAY BRUSH
USA	Filed: 8/5/2015 Serial #: 29/535,351		Title: Brush (Deluxe Wet Brush)
USA	Filed: 8/5/2015 Serial #: 29/535,353		Title: Brush (Loop Brush)
USA	Filed: 10/4/2013 Serial #: 61/886,758		Title: Phone Case Hair Brush (Selfie Brush)
USA	Filed: 7/18/2014 Serial #: 14/334,963		Title: PHONE CASE HAIR BRUSH (Selfie Brush)
China	Filed: 10/8/2014 Serial #: 201410525596.7		Title: PHONE CASE HAIR BRUSH (Selfie Brush)
European Union	Filed: 9/15/2014 Serial #: EP11466018.0		Title: PHONE CASE HAIR BRUSH (Selfie Brush)
PCT	Filed: 8/22/2014 Serial #: PCT/US14/52393		Title: PHONE CASE HAIR BRUSH (Selfie Brush)

Trademarks:

Country	Filing Date, App. Serial No.	TM/Reg No., Issue/Reg Date	Title
USA	Filed: 10/10/2005 Serial #: 78/730,175	Registered: 12/9/2008 Reg. #: 3,543,671	Title: LUXOR PRO
USA	Filed: 11/22/2005 Serial #: 78/759,059	Registered: 3/18/2008 Reg. #: 3,399,693	Title: LURE
USA	Filed: 11/5/2007 Serial #: 77/321,155	Registered: 7/1/2008 Reg. #: 3,457,729	Title: TS-2
European Union	Filed: 4/29/2008 Serial #: 006899769	Registered: 1/19/2009 Reg. #: 006899769	Title: TS-2
USA	Filed: 3/14/2012 Serial #: 85/569,392	Registered: 5/7/2013 Reg. #: 4,330,506	Title: THE WET BRUSH
Australia	Filed: 10/10/2013 Serial #: 1,585,228	Registered: 10/10/2013 Reg. #: 1,585,228	Title: THE WET BRUSH
Brazil	Filed: 6/13/2012 Serial #: 904894487		Title: THE WET BRUSH
Canada	Filed: 7/17/2012 Serial #: 1,586,568	Registered: 2/25/2014 Reg. #: TMA872,133	Title: THE WET BRUSH
European Union	Filed: 8/15/2012 Serial #: 011120474	Registered: 4/29/2013 Reg. #: 011120474	Title: THE WET BRUSH
Israel	Filed: 12/22/2013 Serial #: 261,525		Title: THE WET BRUSH

Country	Filing Date, App. Serial No.	TM/Reg No., Issue/Reg Date	Title
Japan	Filed: 8/7/2012 Serial #: 2012-064046	Registered: 10/19/2012 Reg. #: 5,529,741	Title: THE WET BRUSH
Mexico	Filed: 10/18/2013 Serial #: 1423778	Registered: 1/22/2014 Reg. #: 1428918	Title: THE WET BRUSH
Turkey	Filed: 4/25/2014 Serial #: 2014/34223	Registered: 1/27/2015 Reg. #: 201434223	Title: THE WET BRUSH
USA	Filed: 8/7/2012 Serial #: 85/696,923	Registered: 5/7/2013 Reg. #: 4,331,129	Title: INTELLIFLEX
Australia	Filed: 10/10/2013 Serial #: 1,585,232	Registered: 10/10/2013 Reg. #: 1,585,232	Title: INTELLIFLEX
Canada	Filed: 12/18/2012 Serial #: 1,607,268	Registered: 5/6/2015 Reg. #: TMA902,947	Title: INTELLIFLEX
European Union	Filed: 3/4/2013 Serial #: 011623733	Registered: 7/2/2013 Reg. #: 011623733	Title: INTELLIFLEX
Mexico	Filed: 11/27/2014 Serial #: 1553469	Registered: 4/24/2015 Reg. #: 1,532,623	Title: INTELLIFLEX
USA	Filed: 10/18/2013 Serial #: 86/095,955	Registered: 8/26/2014 Reg. #: 4,594,669	Title: THE WET SPRAY
USA	Filed: 4/8/2013 Serial #: 85/897,445	Registered: 12/31/2013 Reg. #: 4,458,123	Title: WET FACE
USA	Filed: 6/7/2013 Serial #: 85/953,255	Registered: 12/31/2013 Reg. #: 4,459,211	Title: THE LOVE BRUSH

Country	Filing Date, App. Serial No.	TM/Reg No., Issue/Reg Date	Title
USA	Filed: 5/29/2013 Serial #: 85/945,758	Registered: 11/26/2013 Reg. #: 4,440,298	Title: CARBONITE
USA	Filed: 4/8/2013 Serial #: 85/897,444	Registered: 11/26/2013 Reg. #: 4,439,649	Title: BIG BALLS
USA	Filed: 3/4/2013 Serial #: 85/865,505	Registered: 11/5/2013 Reg. #: 4,430,065	Title: WET
USA	Filed: 12/18/2012 Serial #: 85/806,101	Registered: 8/27/2013 Reg. #: 4,391,317	Title: THE SHINE BRUSH BY "WET" BRUSH
Canada	Filed: 12/19/2012 Serial #: 1,607,274	Registered: 1/9/2014 Reg. #: TMA868,672	Title: THE SHINE BRUSH BY "WET" BRUSH
European Union	Filed: 9/13/2013 Serial #: 12136784	Registered: 1/15/2014 Reg. #: 12136784	Title: THE SHINE BRUSH BY "WET" BRUSH
USA	Filed: 12/18/2012 Serial #: 85/806,096	Registered: 3/4/2014 Reg. #: 4,492,700	Title: THE "MAN" BRUSH
USA	Filed: 3/4/2013 Serial #: 85/806,096	Registered: 8/13/2013 Reg. #: 4,384,066	Title: THE WET PED
USA	Filed: 3/4/2013 Serial #: 85/865,557	Registered: 10/15/2013 Reg. #: 4,418,140	Title: THE WET CLIP BY THE WET BRUSH
USA	Filed: 5/29/2013 Serial #: 85/945,762	Registered: 5/13/2014 Reg. #: 4,528,274	Title: THE CONDITION BRUSH
USA	Filed: 12/18/2012 Serial #: 85/806,105	Registered: 3/4/2014 Reg. #: 4,492,701	Title: SOFTIPS

Country	Filing Date, App. Serial No.	TM/Reg No., Issue/Reg Date	Title
China	Filed: 9/24/2013 Serial #: 13279861	Registered: 3/7/2015 Reg. #: 13,279,861	Title: THE WET BRUSH WITH INTELLIFLEX
South Africa	Filed: 9/20/2013 Serial #: 2013/26568		Title: THE WET BRUSH WITH INTELLIFLEX
Taiwan	Filed: 9/25/2013 Serial #: 102053176		Title: THE WET BRUSH WITH INTELLIFLEX
USA	Filed: 12/23/2013 Serial #: 86/151,643	Registered: 6/24/2014 Reg. #: 4,556,057	Title: THE WET BRUSH Logo 
USA	Filed: 3/4/2013 Serial #: 85/865,512	Registered: 12/31/2013 Reg. #: 4,460,215	Title: WET DRY
USA	Filed: 2/6/2014 Serial #: 86/186,220	Registered: 9/9/2014 Reg. #: 4,601,012	Title: TIP2TOE
USA	Filed: 6/19/2014 Serial #: 86/314,852	Registered: 3/3/2015 Reg. #: 4,695,005	Title: SELFIE BRUSH
European Union	Filed: 6/23/2014 Serial #: 013019922	Registered: 11/13/2014 Reg. #: 013019922	Title: SELFIE BRUSH
China	Filed: 7/18/2015 Serial #: 14,820,605		SELFIE BRUSH & Design (Chinese characters) 
China	Filed: 12/1/2014 Serial #: 15,826,733		Title: Shi Mo Shu 

Country	Filing Date, App. Serial No.	TM/Reg No., Issue/Reg Date	Title
USA	Filed: 1/21/2015 Serial #: 86/509,327		Title: EPIC COLLECTION
China	Filed: April 2015 Serial #: None		Title: WET BRUSH Logo 