

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rimports, Inc.		02/26/2018	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	Compass Group Diversified Holdings LLC		
Street Address:	301 Riverside Avenue, Second Floor		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Serial Number:	85316310		
Serial Number:	86253101	ACCENT WARMER	
Serial Number:	86530486	ADOR	
Serial Number:	87252481	ADOR	
Serial Number:	87084729	AMBIESCENTS	
Serial Number:	87975232	AMBIESCENTS	
Serial Number:	86391772	AROMABREEZE	
Serial Number:	86344959	AROMASCENTIALS	
Serial Number:	86345038	AROMASCENTIALS ESSENTIAL FRAGRANCES	
Serial Number:	77469864	CANDLEHEARTH	
Serial Number:	87428203	CARCHARM	
Serial Number:	86317215	COMMONSCENTS	
Serial Number:	85624231	COMMONSCENTS	
Serial Number:	86630431	EDISON	
Serial Number:	86156338	EDISON WAX WARMER	
Serial Number:	86391895	ESTATE	
Serial Number:	86350150	FUSION BY SCENTSATIONALS	
Serial Number:	86350140	FUSION BY SCENTSATIONALS	
Serial Number:	87417686	MOXXY	

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Property Type	Number	Word Mark
Serial Number:	87614006	OAK & RYE
Serial Number:	87425133	PURA
Serial Number:	85316315	S
Serial Number:	86213649	SCENT CHARMS
Serial Number:	87237820	SCENTSATIONAL
Serial Number:	87252488	SCENTSATIONALS
Serial Number:	86317224	SCENTSATIONALS
Serial Number:	87546076	SCENTSATIONALS
Serial Number:	77590959	SCENTSATIONALS
Serial Number:	87405594	SIMPLY ESSENTIALS
Serial Number:	87415231	SIMPLY ESSENTIALS
Serial Number:	76599289	SIMPLY SCENTSATIONAL
Serial Number:	87111561	EDISON BY SCENTESENTIALS SPECTACLE NEW
Serial Number:	86563944	TRADE DRESS
Serial Number:	86253105	WALL ACCENT WARMER
Serial Number:	87426715	WALLCHARM
Serial Number:	87134944	WALLCHARM
Serial Number:	87131098	WALL CHARM
Serial Number:	87131103	WALL CHARM BY AMBIESCENTS
Serial Number:	87131109	WALL CHARM BY SCENTSATIONALS

CORRESPONDENCE DATA

Fax Number: 5133611201

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: 513.361.1200

Email: trademark@squirepb.com

Correspondent Name: Christina A. Mecklenborg

Address Line 1: Squire Patton Boggs (US) LLP

Address Line 2: 221 E. Fourth St., Suite 2900

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	052292.00107
NAME OF SUBMITTER:	Christina A Mecklenborg
SIGNATURE:	/Christina A Mecklenborg/
DATE SIGNED:	04/24/2019

Total Attachments: 10

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**AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") is entered into as of February 26, 2018, by and among Rimports, Inc., a Utah corporation ("Grantor"), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company ("Secured Party"), and Stermo Products, LLC and The Stermo Group LLC, as the existing Grantors ("Existing Grantors"), under the Intellectual Property Security Agreement, dated as of October 10, 2015, by and among the Existing Grantors and the Secured Party (as amended, supplemented or modified prior to the date hereof, the "Existing IP Security Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the Existing IP Security Agreement.

WHEREAS, as of the date hereof, Grantor has executed a Joinder to Guarantee Agreement, whereby Grantor has granted a security interest in its Collateral to the Secured Party, which Collateral include the Trademarks and Patents identified herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor, the Existing Grantors and Secured Party agree as follows:

Section 1. Joinder. Grantor hereby assumes all the obligations of a Grantor under the Existing IP Security Agreement and agrees that it is bound as Grantor under the terms of the Existing IP Security Agreement, as if it had been an original signatory to the Existing IP Security Agreement.

Section 2. Amendments.

(a) Schedule A of the Existing IP Security Agreement is hereby amended to include, without limitation, the additional Trademarks listed on Schedule A attached hereto.

(b) Schedule B of the Existing IP Security Agreement is hereby amended to include, without limitation, the additional Patents listed on Schedule B attached hereto.


Section 3. Effect of Amendment. This Amendment shall be deemed to be part of, and a modification to, the Existing IP Security Agreement and shall be governed by all the terms and provisions of the Existing IP Security Agreement, with respect to the modifications intended to be made to such agreement, which terms are incorporated herein by reference, are ratified and confirmed and shall continue in full force and effect as valid and binding agreements of each such person or entity enforceable against such person or entity.

Section 4. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF, Grantor and Secured Party have caused this document to be signed and executed by the undersigned officers thereunto duly authorized as of the date first above written.

GRANTOR:
RIMPORTS INC.

By: 
Name: Steve Pellegrini
Title: Treasurer

SECURED PARTY:
COMPASS GROUP DIVERSIFIED
HOLDINGS LLC

By: _____
Name: Ryan Fulkingham
Title: CFO

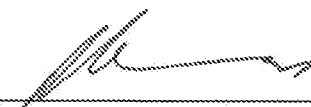
[IP Security Agreement]

IN TESTIMONY WHEREOF, Grantor and Secured Party have caused this document to be signed and executed by the undersigned officers thereunto duly authorized as of the date first above written.

GRANTOR:
RIMPORTS INC.

By: _____
Name: Steve Pellegrini
Title: Treasurer

SECURED PARTY:
**COMPASS GROUP DIVERSIFIED
HOLDINGS LLC**


By:  _____
Name: Ryan Faulkingham
Title: CFO

[IP Security Agreement]

TRADEMARK
REEL: 006628 FRAME: 0883

IN TESTIMONY WHEREOF, the Existing Grantors, below, have caused this document to be signed and executed by the undersigned officers thereunto duly authorized as of the date first above written.


STERNO PRODUCTS, LLC

By:  _____

Name: Zach Sawtelle

Title: Assistant Secretary

THE STERNO GROUP LLC

By:  _____

Name: Zach Sawtelle

Title: Assistant Secretary

SCHEDULE A

TRADEMARKS

See Matrix attached.
















MARKET	MARK	CLASS	DESCRIPTION	REGISTRATION	STATUS	ISSUE	EXPIRE	CLASS	MARK	CLASS	DESCRIPTION	REGISTRATION	STATUS	ISSUE	EXPIRE	CLASS	MARK	CLASS	DESCRIPTION	REGISTRATION	STATUS	ISSUE	EXPIRE
WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM
WALL CHARM BY AMBISCENTS	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM
WALL CHARM BY SCENTATIONALS	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM	WALL CHARM

SCHEDULE B

PATENTS

See Matrix attached.

Respondent Patent Matrix

Pat. No.	App. No.	Issue Date	Pat. No.	Pat. Date	Status	Serial No.	Grant Date
	29/520,852	Mar 18, 2015			Abandoned		
	29/520,854	Mar 18, 2015			Abandoned		
	29/520,854	Mar 18, 2015			Abandoned		
	29/520,857	Mar 18, 2015			Abandoned		
	29/520,859	Mar 18, 2015			Issued	1776546	May 17, 2016
	29/520,860	Mar 18, 2015			Abandoned		
	29/520,896	Mar 18, 2015			Pending		
	29/520,993	Mar 18, 2015			Issued	1776546	May 17, 2016
	29/520,993	Mar 18, 2015			Issued	1776547	Oct 4, 2016
	29/522,303	Mar 11, 2015			Abandoned		
	29/542,531	Jan 11, 2017			Pending		
	29/598,638	Jan 31, 2017			Pending		
	29/609,025	Apr 23, 2017			Pending		
	29/609,029	Apr 23, 2017			Pending		
	29/609,030	Apr 23, 2017			Pending		



ELEMENTS FOR DISPLAYING INFORMATION	142397791	Jul 31, 2014	US 2016/020059 1/14/2015	Issued	7687168	Nov 20, 2017
ELEMENTS FOR DISPLAYING INFORMATION	150678323	Nov 20, 2017		Pending		
ELEMENTS FOR DISPLAYING INFORMATION	150651151	Nov 22, 2017	US 2016/021117 7/28/2016	Abandoned		
ELECTRONICALLY OPERABLE DISPLAY DEVICE FOR DISPLAYING INFORMATION	140665195	Nov 22, 2017	US 2016/021128 7/28/2016	Pending		
	152111668	07/27/2015	US 2016/014618 02/16/2015	Patent Expired	7,025,880	11/22/2010
MARK FOR PRODUCT	147881340	May 15	US 2012/022881 02/12/2011	Marketed		