

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM523965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lasko Operation Holdings, LLC		04/23/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC, as Collateral Agent		
Street Address:	40 West 57th Street, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5510210	AUTO ECO	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	34408.02600		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	05/16/2019		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 23, 2019 (this "Agreement"), is made by each of the signatories hereto indicated as a "Grantor" (each a "Grantor" and collectively, the "Grantors") in favor of HPS Investment Partners, LLC, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"). Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, each of the Grantors is the owner of certain trademarks and trademark applications as indicated in the attached Schedule of Trademarks, and the registrations and applications associated therewith (collectively, the "Trademarks");

WHEREAS, each Grantor has previously entered into the Pledge and Security Agreement dated as of November 18, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in which each Grantor has granted certain interests in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed with the Collateral Agent and the Secured Parties to execute this Agreement;

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the Trademarks, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trademark, and including all renewals of registrations thereof, all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world as collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations. Notwithstanding the foregoing, in the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control. For the avoidance of doubt, notwithstanding anything to the contrary herein, no security interest is granted hereunder, and the Collateral does not include, any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or (d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051 (a) or (c), in each case, only to the extent the grant of security interest in such intent-to-use trademark is in violation of 15 U.S.C. § 1060 and only unless and until a "Statement of Use" or "Amendment to Allege Use" is filed, has been deemed in conformance with 15 U.S.C. § 1051 (a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

LASKO OPERATION HOLDINGS, LLC, a
Delaware limited liability company

By: 

Name: Tom Reynolds

Title: Chief Financial Officer

Accepted and Agreed:

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent,

By: _____

Name: **VIKAS KESWANI**
Title: **MANAGING DIRECTOR**

SCHEDULE OF TRADEMARKS

Mark	Serial No.	Filing Date	Registration No.	Registration Date
AUTO ECO	87667467	November 11, 2017	5,510,210	July 3, 2018