

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
P & L Development, LLC		06/28/2019	Limited Liability Company: DELAWARE
Aaron Industries, LLC		06/28/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4239573	PLD	
Registration Number:	4215781	PLDEVELOPMENTS	
Registration Number:	4215780	PLDEVELOPMENTS	
Registration Number:	4547768	READY INCASE	
Registration Number:	4547767	READY IN CASE	
Registration Number:	4626399	HEARTBURN RELIEF 24 HOUR	
Registration Number:	4456896	PUT OUR QUALITY AND SERVICE BEHIND YOUR	
Registration Number:	4742171	READY INCASE	
Registration Number:	5615690	WB WELLNESS BASICS	
Registration Number:	5171721	EASYLAX	
Registration Number:	4265631	AH AARONHEALTH	
Registration Number:	4265632	AH AARONHEALTH KIDS	
Registration Number:	2158098	OUR SPECIAL VALUE	
Registration Number:	2044940	ISO-BLU	
CORRESPONDENCE DATA			
Fax Number:			

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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: 212-819-2655
Email: iprecordations@whitecase.com
Correspondent Name: Peter Giovine/White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1155735-0238-BC15
NAME OF SUBMITTER:	Peter Giovine
SIGNATURE:	/Peter Giovine/
DATE SIGNED:	06/28/2019

Total Attachments: 5

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**Grant of Security Interest
in United States Trademarks**

June 28, 2019

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, (i) P & L Development, LLC, a Delaware limited liability company ("Development"), having its chief executive office at 609-2 Cantiague Rock Road, Westbury, NY 11590 and (ii) Aaron Industries, LLC, a Delaware limited liability company (together with Development, the "Grantors" and each, a "Grantor"), having its chief executive office at 609-2 Cantiague Rock Road, Westbury, NY 11590, hereby grants to JEFFERIES FINANCE LLC, as Collateral Agent (the "Grantee"), with offices at 520 Madison Avenue, New York, New York 10022, a security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired which, includes the Grantor's rights to all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, certification marks, collective marks, brand names, trademark rights arising out of domain names and trade dress which are or have been used in the United States, in any state, province or territory or possession thereof, , package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable Law, in each case whether registered or unregistered, and with respect to any and all of the foregoing:

- (i) the goodwill of the business symbolized thereby or associated therewith;
- (ii) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office and including, without limitation, the registrations and applications referred to in Schedule A hereto;
- (iii) all extensions and renewals thereof;
- (iv) all claims for, and rights to sue for, past, present or future infringements, dilutions, and other violations thereof;
- (v) all Proceeds of the foregoing, including, without limitation, all income, license fees, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements, dilutions, or other violations thereof; and
- (vi) all other rights corresponding thereto throughout the world; provided, however, that the Trademark Collateral shall not include and no Security Interest shall be deemed granted in any intent-to-use (ITU) United States application for a Trademark registration, for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, 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 with the United States Patent and Trademark Office.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of June 28, 2019, as amended, restated, supplemented or otherwise modified from time to time (the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Trademark Security Agreement may be authenticated by the parties hereto in any number of counterparts, each of which shall collectively and separately constitute one agreement.

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Grant of Security Interest in United States Trademarks.

This Grant of Security Interest in United States Trademarks shall be governed by, and construed in accordance with the laws of the State of New York.

This Grant of Security Interest in United States Trademarks may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in United States Trademarks as of the day and year first above written.

P & L DEVELOPMENT, LLC,
as Grantor

By: 
Name: Evan Singer
Title: President

AARON INDUSTRIES, LLC,
as Grantor

By: 
Name: Evan Singer
Title: President

[Signature Page to Trademark Security Agreement]

Agreed and Accepted:

JEFFERIES FINANCE LLC,

as Collateral Agent and Grantee

By:

Name:

Title:


Jason Kennedy
Managing Director

**SCHEDULE A to Trademark Security
Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1.	PLD	76710699	02/27/2012	4239573	11/13/2012	P & L Development, LLC
2.	PLDEVELOPMENTS	76710702	02/27/2012	4215781	10/02/2012	P & L Development, LLC
3.	PLDEVELOPMENTS (Design)	76710701	02/27/2012	4215780	10/02/2012	P & L Development, LLC
4.	READY IN CASE	76712475	09/25/2012	4547768	06/10/2014	P & L Development, LLC
5.	READY INCASE	76711996	07/23/2012	4547767	06/10/2014	P & L Development, LLC
6.	HEARTBURN RELIEF 24 HOUR	76712900	11/20/2012	4626399	10/21/2014	P & L Development, LLC
7.	PUT OUR QUALITY AND SERVICE BEHIND YOUR BRAND	76714058	04/30/2013	4456896	12/31/2013	P & L Development, LLC
8.	READY INCASE (Design)	86276186	05/08/2014	4742171	05/26/2015	P & L Development, LLC
9.	WB WELLNESS BASICS (Design)	87834894	03/29/2018	5615690	11/27/2018	P & L Development, LLC
10.	EASYLAX	76719358	05/27/2016	5171721	03/28/2017	P & L Development, LLC
11.	AH AARONHEALTH (Design)	85483293	11/30/2011	4265631	12/25/2012	Aaron Industries, LLC
12.	AH AARONHEALTH KIDS (Design)	85483343	11/30/2011	4265632	12/25/2012	Aaron Industries, LLC
13.	OUR SPECIAL VALUE	75111759	05/30/1996	2158098	05/19/1998	P & L Development, LLC
14.	ISO-BLU	74702765	07/17/1995	2044940	05/11/1997	Aaron Industries, LLC