

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534194

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SPRAY PRODUCTS CORPORATION		07/12/2019	Corporation: PENNSYLVANIA
PERFECTDATA CORPORATION		07/12/2019	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	222 S. Riverside Plaza
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	0713028	SPRAY
Registration Number:	0756698	HOTSHOT
Registration Number:	0799005	NUTS OFF
Registration Number:	0820979	SPRAY
Registration Number:	1192684	DIESEL PEP
Registration Number:	1079183	
Registration Number:	1101111	ORR-LAC
Registration Number:	4040052	SPRAY
Registration Number:	4265465	SPC PERFORMANCE CHEMICALS
Registration Number:	4610108	SPRAY PRODUCTS
Registration Number:	1707702	PERFECTDATA
Registration Number:	2724291	ECODUSTER
Registration Number:	2721515	PERFECTDUSTER

CORRESPONDENCE DATA

Fax Number: 2155648120

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.

TRADEMARK

Phone: 2155648613
Email: jmorales-irizarry@stradley.com
Correspondent Name: Juheirry Morales-Irizarry
Address Line 1: 2005 Market Street
Address Line 2: Suite 2600
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7018

ATTORNEY DOCKET NUMBER: 187520-0007

NAME OF SUBMITTER: Juheirry Morales-Irizarry

SIGNATURE: /Juheirry Morales-Irizarry/

DATE SIGNED: 07/30/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of July 12, 2019, is made by SPRAY PRODUCTS CORPORATION and PERFECTDATA CORPORATION (individually, a “**Grantor**”, and collectively, “**Grantors**”) in favor of FIFTH THIRD BANK, an Ohio Banking Corporation (the “**Secured Party**”).

Grantors, Bastian Enterprises LLC and Secured Party have entered into a Credit and Security Agreement dated as of even date herewith (as amended, restated, substituted, renewed or otherwise modified from time to time, the “**Credit Agreement**”).

Under the terms of the Credit Agreement, Grantors have granted to Secured Party a security interest in, among other property, certain intellectual property of Grantors, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantors and Secured Party therefore agree as follows:

1. **Grant of Security.** Each Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1-A** and **Schedule 1-B**, respectively, hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantors authorize the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the

Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[Signatures Appear on Following Page]

Signature Page to
TRADEMARK SECURITY AGREEMENT

Grantors and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

GRANTOR

FIFTH THIRD BANK

SPRAY PRODUCTS CORPORATION

By: 
Name: Raphael Shin
Title: Director

By: _____
Name: Andrew B. Bastian
Title: President

PERFECTDATA CORPORATION

By: _____
Name: Andrew B. Bastian
Title: President

Signature Page to
TRADEMARK SECURITY AGREEMENT

Grantors and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

GRANTOR


FIFTH THIRD BANK

SPRAY PRODUCTS CORPORATION

By: _____

Name: Raphael Shin

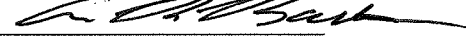
Title: Director

By: 

Name: Andrew B. Bastian

Title: President

PERFECTDATA CORPORATION

By: 

Name: Andrew B. Bastian

Title: President

SCHEDULE 1-A

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

SPRAY PRODUCTS CORPORATION

United States

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Due Date</u>
SPRAY & DESIGN	713,028	03/28/1961	03/28/2021
HOTSHOT	756,698	09/17/1963	09/17/2023
NUTS OFF	799,005	11/23/1965	11/23/2025
SPRAY & DESIGN	820,979	12/27/1966	12/27/2026
DIESEL PEP	1,192,684	03/30/1982	03/30/2022
DONKEY DESIGN	1,079,183	12/13/1977	12/13/2027
ORR-LAC	1,101,111	09/05/1978	09/05/2028
SPRAY & DESIGN	4,040,052	10/18/2011	10/18/2021
SPC PERFORMANCE CHEMICALS & DESIGN	4,265,465	12/25/2012	06/25/2019
SPRAY PRODUCTS & DESIGN	4,610,108	09/23/2014	09/23/2020

Canada

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Due Date</u>
SPRAY & DESIGN	127,289	02/08/2007	07/20/2022
DONKEY DESIGN	226,105	02/08/2007	02/17/2023

SCHEDULE 1-B

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

PERFECTDATA CORPORATION

United States

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Due Date</u>
PERFECTDATA	1,707,702	08/18/1992	08/18/2022
ECODUSTER	2,724,291	06/10/2003	06/10/2023
PERFECTDUSTER	2,721,515	06/03/2003	06/03/2023