

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536816

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Penray Companies, Inc.		08/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	2432928	FILL-FOR-LIFE	
Registration Number:	2013769	HAFI	
Registration Number:	2401538	WINTER THAW	
Registration Number:	2077970	PENCOOL	
Registration Number:	1389581	STABIL-AID	
Registration Number:	1230725	COOL-TEC	
Registration Number:	4671724	FUEL PREP	
Registration Number:	1753500	NEED-RELEASE	
Registration Number:	1886841	PENRAY	
Registration Number:	1216321	PENRAY	
Registration Number:	1233183	PENRAY	
Registration Number:	1283939	PENRAY	
Registration Number:	1803006	SUPER-X	
Registration Number:	1803020	SUPER-X	
Registration Number:	1803027	SUPER-X	
Registration Number:	1067062	SUPER X	
Registration Number:	1358700	WINTER POW-R PLUS	
Registration Number:	691158	WRENCH-EZE	
Registration Number:	3285217	POW-R PERFORMANCE	

OP \$765.00 2432928

Property Type	Number	Word Mark
Registration Number:	3343229	FILL-FOR-LIFE
Registration Number:	4472032	PENRAY PLUS
Registration Number:	4472031	PENRAY PLUS
Registration Number:	4381331	LIQUID TUNE-UP
Registration Number:	4813287	P
Registration Number:	4573311	P
Registration Number:	4867440	P
Registration Number:	4818314	P
Registration Number:	4867441	P
Registration Number:	4725386	POW-R 365
Registration Number:	5499562	TOUGH MAX

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	057121-0425
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	08/15/2019

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of Antares Capital LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of August 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantors granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); provided that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues therefrom under any applicable federal law):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision

thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for any past, present and future infringements, dilutions, misappropriations or other violations thereof,

(iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance in full of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

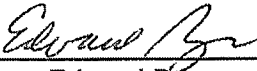
SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

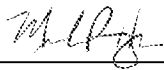
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CAMIE CAMPBELL, INC.
CHICAGO AEROSOL, LLC
CLAIRE-SPRAYWAY, INC.
FOLLMER DEVELOPMENT, INC.
MAID BRANDS, INC.
PAR-WAY GROUP, INC.
THE PENRAY COMPANIES, INC.**

By: 
Name: Edward Byczynski
Title: President

ANTARES CAPITAL LP,
as Collateral Agent

By: 

Name: Michael Hynes

Title: Duly Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT



TRADEMARK REGISTRATIONS AND APPLICATIONS



(a) Trademark Registrations.

i. Chicago Aerosol, LLC (f/k/a CA Acquisition LLC)


Trademark	Jurisdiction	App. Number	Reg. No.	Filing Date	Reg. Date
COOK TOP	U.S.	76/324740	2612556	10/12/2001	8/27/2002
ELCO	U.S.	73/199889	1244049	1/12/1979	7/2/1983
ELCO	U.S.	74/223198	1760909	11/19/1991	3/30/1993
ELCO	U.S.	76/528043	2878767	7/7/2003	8/31/2004
ELCO	U.S.	76/528045	2878768	7/7/2003	8/31/2004





ii. Camie Campbell, Inc.

Trademark	Jurisdiction	App. Number	Reg. No.	Filing Date	Reg. Date
CAMIE	U.S.	74403715	1837608	6/21/1993	5/31/1994
CAMIE	U.S.	74403718	1837648	6/21/1993	5/31/1994
CAMIE	U.S.	72780862	0780862	9/18/1963	12/1/1964
CAMIE	U.S.	74457973	1855458	11/15/1993	9/27/1994
CAMIE	U.S.	74457975	1857445	11/15/1993	10/11/1994
CAMIE & Design 	U.S.	74403716	1837609	6/21/1993	5/31/1994
CAMIE & Design 	U.S.	74403717	1837647	6/21/1993	5/31/1994

Trademark	Jurisdiction	App. Number	Reg. No.	Filing Date	Reg. Date
CAMIE & Design 	U.S.	74457972	1857427	11/15/1993	10/11/1994
CAMIE & Design 	U.S.	74457974	1859414	11/15/1993	10/25/1994

iii. CLAIRE-SPRAYWAY, INC.

Trademark	Jurisdiction	App. Number	Reg. No.	Filing Date	Reg. Date
360° THE ALL AROUND MULTI SURFACE CLEANER	U.S.	77521723	3628612	7/14/2008	5/26/2009
CLAIRE	U.S.	73132087	1095631	6/27/1977	7/11/1978
CLAIRE & Design 	U.S.	72197083	0814230	7/6/1964	9/6/1966
CRAZY CLEAN	U.S.	72130836	0735801	10/27/1961	8/7/1962
DON'T LET THE BED BUGS BITE!	U.S.	78884616	3363656	5/16/2006	1/1/2008
DUST UP	U.S.	72190873	0817210	4/13/1964	10/25/1966
GLEME	U.S.	75022153	2017527	11/20/1995	11/19/1996
GOOD NIGHT	U.S.	78876392	3416069	5/4/2006	4/22/2008

Trademark	Jurisdiction	App. Number	Reg. No.	Filing Date	Reg. Date
Lady Logo 	U.S.	78825190	3193586	2/28/2006	1/2/2007
MISTER JINX	U.S.	72130402	0735050	10/17/1961	7/24/1962
SPRAY WAY	U.S.	72022977	0651908	1/22/1957	9/24/1957
SPRAYWAY	U.S.	73314102	1237932	6/10/1981	5/17/1983
SPRAYWAY	U.S.	73314103	1196614	6/10/1981	6/1/1982
SPRAYWAY	U.S.	73314111	1225641	6/10/1981	2/1/1983
SPRAYWAY	U.S.	72012994	0662917	7/27/1956	6/10/1958
SPRAYWAY & Design 	U.S.	78974386	3516551	9/14/2006	10/14/2008
SPRAYWAY (Stylized) 	U.S.	71619555	0573409	10/3/1951	4/21/1953
THE WORLD'S BEST GLASS CLEANER & Design 	U.S.	74447669	1881769	10/18/1993	3/7/1995

iv. Follmer Development, Inc.

Trademark	Jurisdiction	App. Number	Reg. No.	Filing Date	Reg. Date
PURE & SIMPLE	U.S.	86402167	4742971	9/22/2014	5/26/2015
SAFE & SIMPLE	U.S.	86054202	4650124	9/03/2013	12/02/2014

Trademark	Jurisdiction	App. Number	Reg. No.	Filing Date	Reg. Date
READY SHINE	U.S.	86054143	4650123	9/03/2013	12/02/2014
NATURALLY LITE	U.S.	86652875	4901030	6/05/2015	2/16/2016
NATURALLY CLEAR	U.S.	74556916	2003484	8/03/1994	9/24/1996

v. MAID BRANDS, INC.

Trademark	Jurisdiction	App. Number	Reg. No.	Filing Date	Reg. Date
CARPET MAID	U.S.	76357494	2773997	1/10/2002	10/14/2003
FRESH HOUSE	U.S.	85226576	4071931	1/26/2011	12/13/2011
HAWAIIAN FRESH	U.S.	85430840	4215334	9/23/2011	9/25/2012
HAWAIIAN MIST	U.S.	85429622	4232572	9/22/2011	10/30/2012
HEAVY WEIGHT	U.S.	78352506	3005037	1/15/2004	10/4/2005
MAID BRANDS	U.S.	76357495	2818013	1/10/2002	2/24/2004
WOODSMAN	U.S.	77183791	3372345	5/17/2007	1/22/2008

vi. Par-Way Group, Inc.

Trademark	Jurisdiction	App. Number	Reg. No.	Filing Date	Reg. Date
Garlic Mist	U.S.	73692138	1501495	10/22/1987	8/23/1988
TRYSON GOLD	U.S.	73702315	1615031	12/21/1987	9/25/1990
PURICIT	U.S.	73702317	1500139	12/21/1987	8/16/1988
BAK-KLENE	U.S.	73702320	1557005	12/21/1987	9/19/1989
WAFFLE-OFF	U.S.	73702313	1501509	12/21/1987	8/23/1988
VEGALENE	U.S.	73019038	1018111	4/17/1974	8/12/1975
OLIVE-MIST	U.S.	73724073	1515616	4/22/1988	12/06/1988
LITTLE BAKER design	U.S.	73731197	1531047	5/27/1988	3/21/1989
DROP DESIGN	U.S.	76309340	2597866	8/29/2001	7/23/2002

Trademark	Jurisdiction	App. Number	Reg. No.	Filing Date	Reg. Date
BUTTERY DELITE	U.S.	74020027	1621445	1/17/1990	11/06/1990
PRIME AND CURE	U.S.	73168355	1130940	4/28/1978	2/12/1980
BAKE-SHEEN	U.S.	75313064	2156966	6/23/1997	5/12/1998
VEG	U.S.	74657732	1973564	4/7/1995	5/7/1996
BENTON LANE	U.S.	75095015	2102266	4/26/1996	9/30/1997
HEARTLAND MIST	U.S.	75635299	2458035	2/5/1999	6/5/2001
KLENE-KOTE	U.S.	75635298	2458034	2/5/1999	6/5/2001
SARAGOSA	U.S.	76371956	2738712	2/15/2002	7/15/2003

vii. The Penray Companies, Inc.

Trademark	Jurisdiction	App. Number	Reg. No.	Filing Date	Reg. Date
FILL-FOR-LIFE	U.S.	75/729081	2432928	06/19/1999	03/06/2001
HAFI	U.S.	75/027587	2013769	12/04/1995	11/05/1996
WINTER THAW	U.S.	75/688623	2401538	04/21/1999	11/07/2000
PENCOOL	U.S.	74/704437	2077970	07/24/1995	07/08/1997
STABIL-AID	U.S.	73/556332	1389581	08/30/1985	04/15/1986
COOL-TEC	U.S.	73/324481	1230725	08/20/1981	03/15/1983
FUEL PREP	U.S.	86/311597	4671724	06/17/2014	01/13/2015
NEED-RELEASE	U.S.	74/294331	1753500	07/13/1992	02/23/1993
PENRAY LOGO	U.S.	74/506702	1886841	03/29/1994	04/04/1995
PENRAY	U.S.	73/331798	1216321	10/09/1981	11/16/1982
PENRAY	U.S.	73/331797	1233183	10/09/1981	04/05/1983
PENRAY	U.S.	73/402621	1283939	11/15/1982	07/03/1984
SUPER-X	U.S.	74/352112	1803006	01/25/1993	11/09/1993

Trademark	Jurisdiction	App. Number	Reg. No.	Filing Date	Reg. Date
SUPER-X	U.S.	74/352111	1803020	01/25/1993	11/09/1993
SUPER-X	U.S.	74/352110	1803027	01/25/1993	11/09/1993
SUPER-X	U.S.	73105835	1067062	11/08/1976	06/07/1977
WINTER POW-R PLUS	U.S.	73/519204	1358700	01/24/1985	09/10/1985
WRENCH-EZE	U.S.	72/073970	0691158	05/18/1959	01/12/1960
POW-R PERFORMANC E	U.S.	77/051772	3285217	11/28/2006	08/28/2007
FILL-FOR-LIFE	U.S.	77/126114	3343229	03/08/2007	11/27/2007
PENRAY PLUS (CL 1)	U.S.	85/736180	4472032	09/24/2012	01/21/2014
PENRAY PLUS (CL 3)	U.S.	85/736172	4472031	09/24/2012	01/21/2014
LIQUID TUNE-UP	U.S.	85/763427	4381331	10/25/2012	08/06/2013
P Logo (CL 1)	U.S.	85/893001	4813287	04/02/2013	09/15/2015
P Logo (CL 7)	U.S.	85/893013	4573311	04/02/2013	07/22/2014
P Logo (CL 2)	U.S.	85/893025	4867440	04/02/2013	12/08/2015
P Logo (CL 3)	U.S.	85/893032	4818314	04/02/2013	09/22/2015
P Logo (CL 4)	U.S.	85/893040	4867441	04/02/2013	12/08/2015
POW-R 365	U.S.	86/313491	4725386	06/18/2014	04/21/2015
TOUGH MAX	U.S.	87/609929	5499562	09/19/2017	06/19/2018

(b) Trademark Applications.

None.