

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM540900

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SafeSplash Brands, LLC		09/16/2019	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5227227	RIPPLES TO WAVES MAKING SWIM LESSONS AVA	
<b>Serial Number:</b>	87368473	STREAMLINE BRANDS	
<b>Serial Number:</b>	88112954	BUBBLES TO BUTTERFLYS	
<b>Serial Number:</b>	87852679	SWIMTASTIC SWIM SCHOOL	
<b>Serial Number:</b>	87852664	SWIMTASTIC SWIM SCHOOL	
<b>Serial Number:</b>	87853617	SWIM LABS SWIM SCHOOL KIDS   COMPETITIVE	
<b>Serial Number:</b>	87853721	SWIM FASTER...FASTER	
<b>Serial Number:</b>	86947916	SAFESPLASH CERTIFIED	
<b>Registration Number:</b>	4658736	SWIMLABS	
<b>Registration Number:</b>	5343822	SAFESPLASH MATCH	
<b>Registration Number:</b>	4863229	SWIMMING...A LIFE SKILL!	
<b>Registration Number:</b>	3954761	SMART FISH SWIM IN SCHOOLS	
<b>Registration Number:</b>	3198921	SAFESPLASH SWIM SCHOOL	
<b>Registration Number:</b>	3194154	SAFESPLASH SWIM SCHOOL	
<b>Registration Number:</b>	2361870		
<b>Registration Number:</b>	2199001	SWIMTASTIC	
<b>Registration Number:</b>	3439573	SWIMLABS SWIM FASTER...FASTER	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

OP \$440.00 5227227

**Fax Number:** 8888295819

***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:** (312) 288-3586

**Email:** CLS-ResultsChicagoUCC@wolterskluwer.com

**Correspondent Name:** Nancy Helm Brown

**Address Line 1:** 2929 Allen Pkwy

**Address Line 2:** Suite 3300

**Address Line 4:** Houston, TEXAS 77019

<b>NAME OF SUBMITTER:</b>	Diandra M. LaMantia
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<b>SIGNATURE:</b>	/Diandra M. LaMantia/
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<b>DATE SIGNED:</b>	09/16/2019
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**Total Attachments: 5**

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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SafeSplash Brands, LLC

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other limited liability company \_\_\_\_\_

Citizenship (see guidelines) Colorado

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 16, 2019

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: BMO Harris Bank N.A., as Administrative Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☒ Association Citizenship USA  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No. (s) \_\_\_\_\_

See Schedule A attached hereto and made a part hereof.

See Schedule A attached hereto and made a part hereof.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Zip: 60603

Phone Number: 312-845-3274

Docket Number: \_\_\_\_\_

Email Address: lamantia@chapman.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Diandra M. LaMantia for Chapman and Cutler LLP

September 16, 2019

Signature

Date

Diandra M. LaMantia, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this "*Trademark Security Agreement*") is made as of September 16, 2019, by SafeSplash Brands, LLC ("*Grantor*"), in favor of BMO Harris Bank N.A., in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "*Grantee*").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "*Trademarks*");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 16, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "*Security Agreement*"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "*Collateral*"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR:

SAFESPLASH BRANDS, LLC

By: \_\_\_\_\_

Name: Paul Gerrard

Title: Chief Operating Officer

**SCHEDULE A  
TO  
GRANT OF A SECURITY INTEREST**

**Trademark Registrations and Applications**

OWNER	COUNTRY	MARK	SERIAL / REGISTRATION NO.	FILING / REGISTRATION DATE
SafeSplash Brands, LLC	USA		5227227 (Registration No.)	June 20, 2017 (Registration Date)
SafeSplash Brands, LLC	USA		87368473 (Serial No.)	March 13, 2017 (Filing Date)
SafeSplash Brands, LLC	USA	BOBBLES TO BUTTERFLYS	88112954 (Serial No.)	September 11, 2018 (Filing Date)
SafeSplash Brands, LLC	USA		87852679 (Serial No.)	March 27, 2018 (Filing Date)
SafeSplash Brands, LLC	USA		87852664 (Serial No.)	March 27, 2018 (Filing Date)
SafeSplash Brands, LLC	USA		87853617 (Serial No.)	March 28, 2018 (Filing Date)
SafeSplash Brands, LLC	USA	Swim faster...faster	87853721 (Serial No.)	March 28, 2018 (Filing Date)
SafeSplash Brands, LLC	USA	SafeSplash Certified	86947916 (Serial No.)	March 22, 2016 (Filing Date)

SafeSplash Brands, LLC	USA	SWIMLABS	4658736 (Registration No.)	December 23, 2014 (Registration Date)
SafeSplash Brands, LLC	USA	SafeSplash Match	5343822 (Registration No.)	November 28, 2017 (Registration Date)
SafeSplash Brands, LLC	USA	Swimming...A Life Skill!	4863229 (Registration No.)	December 1, 2015 (Registration Date)
SafeSplash Brands, LLC	USA	SMART FISH SWIMIN' SCHOOLS	3954761 (Registration No.)	May 3, 2011 (Registration Date)
SafeSplash Brands, LLC	USA		3198921 (Registration No.)	January 16, 2007 (Registration Date)
SafeSplash Brands, LLC	USA	SafeSplash Swim School	3194154 (Registration No.)	January 2, 2007 (Registration Date)
SafeSplash Brands, LLC	USA		2361870 (Registration No.)	June 27, 2000 (Registration Date)
SafeSplash Brands, LLC	USA	SWIMTASTIC	2199001 (Registration No.)	October 20, 1998 (Registration Date)
SafeSplash Brands, LLC	USA		3439573 (Registration No.)	June 3, 2008 (Registration Date)