

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546683

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THERMACELL REPELLENTS, INC.		10/25/2019	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	214 NORTH TRYON STREET		
<b>Internal Address:</b>	27TH FLOOR		
<b>City:</b>	CHARLOTTE		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4967231		
<b>Registration Number:</b>	4865623		
<b>Registration Number:</b>	4869560		
<b>Registration Number:</b>	4957558		
<b>Registration Number:</b>	5267556	HALO	
<b>Registration Number:</b>	5330877	LIVE LIFE OUTDOORS	
<b>Registration Number:</b>	5019031	LOOKOUT	
<b>Registration Number:</b>	2369321		
<b>Registration Number:</b>	4961381	PATIO SHIELD	
<b>Registration Number:</b>	5555891	RADIUS	
<b>Registration Number:</b>	4970550	SCOUT	
<b>Registration Number:</b>	1400861	THERMACELL	
<b>Registration Number:</b>	2437866	THERMACELL	
<b>Registration Number:</b>	2622561	THERMACELL	
<b>Registration Number:</b>	5709228	THERMACELL	
<b>Registration Number:</b>	3886845	THERMACELL SKEETER RELIEVER	
<b>Registration Number:</b>	2981594	THERMASCENT	
<b>Registration Number:</b>	5019030	TRAILBLAZER	
<b>TRADEMARK</b>			

CH \$490.00 4967231

Property Type	Number	Word Mark
Registration Number:	5569100	ZONECHECK

**CORRESPONDENCE DATA**

**Fax Number:** 3105572193

*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:** 310-557-2900

**Email:** klathrop@proskauer.com

**Correspondent Name:** PROSKAUER ROSE LLP

**Address Line 1:** 2029 CENTURY PARK EAST, SUITE 2400

**Address Line 2:** C/O KIMBERLEY A. LATHROP

**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

<b>ATTORNEY DOCKET NUMBER:</b>	54934.046
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	10/25/2019

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of October 25, 2019, is made by the Grantor (as identified below), in favor of U.S. Bank National Association, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

**WHEREAS**, Thermacell Repellents, Inc., a Massachusetts corporation (“**Grantor**”), owns the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantor is party to a Security Agreement dated as of October 25, 2019 (the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

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

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, domain names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This 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 of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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

THERMACELL REPELLENTS, INC.

By: 

Name: Thomas Paganetti

Title: Chief Financial Officer






Accepted and Agreed:

**U.S. BANK NATIONAL ASSOCIATION,**  
as the Collateral Agent

By: *Crystal Crudup-Burt*  
Name: Crystal Crudup-Burt  
Title: Vice President

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**US Trademarks:**

<b>Trademark Description</b>	<b>Serial No. Filing Date</b>	<b>Registration No. Registration Date</b>	<b>Current Owner of Record</b>
Design only 	86489235 23-Dec-2014	4967231 31-May-2016	Thermacell Repellents, Inc.
Design only 	86489307 23-Dec-2014	4865623 08-Dec-2015	Thermacell Repellents, Inc.
Design only 	86489331 23-Dec-2014	4869560 15-Dec-2015	Thermacell Repellents, Inc.
Design only 	86489370 23-Dec-2014	4957558 10-May-2016	Thermacell Repellents, Inc.
HALO	87143197 18-Aug-2016	5267556 15-Aug-2017	Thermacell Repellents, Inc.
LIVE LIFE OUTDOORS	87143234 18-Aug-2016	5330877 07-Nov-2017	Thermacell Repellents, Inc.
LOOKOUT	86684071 06-Jul-2015	5019031 09-Aug-2016	Thermacell Repellants, Inc.
No Mosquito Design 	75529495 03-Aug-1993	2369321 18-Jul-2000	Thermacell Repellents, Inc.
PATIO SHIELD	86566162 17-Mar-2015	4961381 17-May-2016	Thermacell Repellants, Inc.

<b>Trademark Description</b>	<b>Serial No. Filing Date</b>	<b>Registration No. Registration Date</b>	<b>Current Owner of Record</b>
RADIUS	87862419 04-Apr-2018	5555891 04-Sep-2018	Thermacell Repellents, Inc.
SCOUT	86684080 06-Jul-2015	4970550 31-May-2016	Thermacell Repellants, Inc.
THERMACELL	73570656 27-Nov-1985	1400861 15-Jul-1986	Thermacell Repellants, Inc.
THERMACELL	75502782 15-Jun-1998	2437866 27-Mar-2001	The Schawbel Corporation
THERMACELL	75502783 15-Jun-1998	2622561 24-Sep-2002	Thermacell Repellents, Inc.
THERMACELL	88052136 25-Jul-2018	5709228 26-Mar-2019	Thermacell Repellents, Inc.
THERMACELL SKEETER RELIEVER	77567940 11-Sep-2008	3886845 07-Dec-2010	Thermacell Repellents, Inc.
THERMASCENT (Stylized) <b>THERMASCENT</b>	76567180 29-Dec-2003	2981594 02-Aug-2005	Schawbel Corporation
TRAILBLAZER	86684021 06-Jul-2015	5019030 09-Aug-2016	Thermacell Repellants, Inc.
ZONECHECK	87775963 30-Jan-2018	5569100 25-Sep-2018	Thermacell Repellents, Inc.

Schedule A-2