

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550835

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLISS PRODUCTS HOLDINGS LLC		11/20/2019	Limited Liability Company: FLORIDA
Bliss Direct, Inc.		11/20/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 57			
Property Type	Number	Word Mark	
Registration Number:	4247498	24-'HEAVEN'	
Registration Number:	4516024	ACTIVE 99.0	
Registration Number:	4704638	ARM CANDY	
Registration Number:	3814532	BAGGAGE HANDLER	
Serial Number:	88515229	BLISS	
Registration Number:	5213785	BLISS	
Registration Number:	5214465	BLISS	
Registration Number:	4898935	BLISS	
Registration Number:	4779741	BLISS	
Registration Number:	4851487	BLISS	
Registration Number:	4543707	BLISS	
Registration Number:	3337598	BLISS	
Registration Number:	2913434	BLISS	
Registration Number:	3011661	BLISS	
Registration Number:	3324627	BLISS	
Registration Number:	5192731	BLISS	
Registration Number:	5041414	BLISSLABS	
TRADEMARK			

OP \$1440.00 4247498

Property Type	Number	Word Mark
Registration Number:	4444763	BLISSLABS
Serial Number:	88665991	BLOCK STAR
Serial Number:	88517139	BRIGHT IDEA
Registration Number:	5515135	BUMP ATTENDANT
Serial Number:	88639191	CLARITY 5 COMPLEX
Serial Number:	88624757	CLEAR GENIUS
Registration Number:	5515137	DRENCH & QUENCH
Registration Number:	4460176	EX-'GLOW'-SION
Registration Number:	5591360	EYE DO ALL THINGS
Registration Number:	5711488	EYE GOT THIS
Registration Number:	5041579	FABGIRL
Registration Number:	5200230	FABGIRLSLIM
Registration Number:	4970514	FABULOUS DRENCH 'N' QUENCH
Registration Number:	4749339	HIDE & GLOW SLEEK
Registration Number:	5065377	HYDROZOME
Registration Number:	5576949	IN THE HONEY
Registration Number:	5515266	JELLY GLOW BALL
Registration Number:	4985220	LEAVE IT TO CLEAVAGE
Registration Number:	5121185	MASK A-'PEEL'
Registration Number:	5651389	MASK FOR MORE
Registration Number:	5667575	MASKING MANIA
Registration Number:	4553246	MICRO MAGIC
Registration Number:	5576765	MIGHTY MARSHMALLOW
Registration Number:	5729554	MINT CHIP MANIA
Registration Number:	4661059	MULTI-'FACE'-ETED
Registration Number:	5591844	NO DULL DAYS
Registration Number:	3908731	NO ZIT SHERLOCK
Registration Number:	5588072	OH MY GOMMAGE
Registration Number:	5557015	OH, THAT'S RICH
Registration Number:	2245159	POETIC WAXING
Registration Number:	5753154	PORE PATROL
Registration Number:	5729699	ROSE GOLD RESCUE
Serial Number:	88517116	STAY-CAY GLOW
Registration Number:	3085456	STEEP CLEAN
Registration Number:	4239333	THAT'S INCREDI-'PEEL'!
Registration Number:	5651111	THE REAL PEEL
Registration Number:	3292357	THE YOUTH AS WE KNOW IT
Registration Number:	4818564	TRANSLUMINOUS

Property Type	Number	Word Mark
Registration Number:	5515136	WHAT A MELON
Registration Number:	4675472	'ZEN' AT WORK

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: ted.mulligan@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Syed Humza Moinuddin
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	11/25/2019

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of November 20, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 20, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Bliss World Holdings, Inc., a Florida corporation, Bliss Products Holdings LLC, a Florida limited liability company ("Bliss Products"), Bliss Direct, Inc., a Florida corporation ("Bliss Direct"); together with Bliss Products and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 20, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

5899532.4

5923635.5

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those Trademark registrations and applications referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

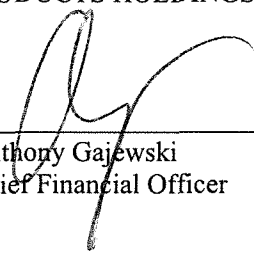
an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

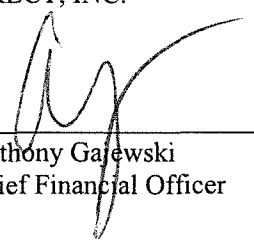
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

BLISS PRODUCTS HOLDINGS LLC

By: 
Name: Anthony Gajewski
Title: Chief Financial Officer

BLISS DIRECT, INC.

By: 
Name: Anthony Gajewski
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006803 FRAME: 0731

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status	Owner
24-'HEAVEN'	85567279 12-MAR-2012	4247498 20-NOV-2012	Registered	Bliss Products Holdings LLC
ACTIVE 99.0	85847437 12-FEB-2013	4516024 15-APR-2014	Registered	Bliss Products Holdings LLC
ARM CANDY	86027088 02-AUG-2013	4704638 17-MAR-2015	Registered	Bliss Products Holdings LLC
BAGGAGE HANDLER	78633002 19-MAY-2005	3814532 06-JUL-2010	Registered	Bliss Products Holdings LLC
BLISS	88515229 15-JUL-2019	—	Pending Intent to Use	Bliss Products Holdings LLC
BLISS	87213316 24-OCT-2016	5213785 30-MAY-2017	Registered	Bliss Products Holdings LLC
BLISS	86512978 23-JAN-2015	5214465 30-MAY-2017	Registered	Bliss Products Holdings LLC
BLISS	85959324 13-JUN-2013	4898935 09-FEB-2016	Registered	Bliss Products Holdings LLC

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status	Owner
BLISS	85633355 23-MAY-2012	4779741 28-JUL-2015	Registered	Bliss Products Holdings LLC
BLISS	85316111 09-MAY-2011	4851487 10-NOV-2015	Registered	Bliss Products Holdings LLC
BLISS	78275387 17-JUL-2003	4543707 03-JUN-2014	Registered	Bliss Products Holdings LLC
BLISS	75629340 28-JAN-1999	3337598 20-NOV-2007	Registered/ Renewed	Bliss Products Holdings LLC
BLISS	75983510 29-JAN-1998	2913434 21-DEC-2004	Registered/ Renewed	Bliss Products Holdings LLC
BLISS	75425323 29-JAN-1998	3011661 01-NOV-2005	Registered/ Renewed	Bliss Products Holdings LLC
BLISS & Design 	78954155 17-AUG-2006	3324627 30-OCT-2007	Registered/ Renewed	Bliss Products Holdings LLC
BLISS (Stylized) 	86978623 30-SEP-2015	5192731 25-APR-2017	Registered	Bliss Products Holdings LLC
BLISSLABS	85930101 13-MAY-2013	5041414 13-SEP-2016	Registered	Bliss Products Holdings LLC

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status	Owner
BLISSLABS	85688841 27-JUL-2012	4444763 03-DEC-2013	Registered	Bliss Products Holdings LLC
BLOCK STAR	88665991 23-OCT-2019	—	Pending Intent to Use	Bliss Products Holdings LLC
BRIGHT IDEA	88517139 16-JUL-2019	—	Pending Intent to Use	Bliss Products Holdings LLC
BUMP ATTENDANT	87465953 26-MAY-2017	5515135 10-JUL-2018	Registered	Bliss Products Holdings LLC
CLARITY 5 COMPLEX	88639191 02-OCT-2019	—	Pending Intent to Use	Bliss Products Holdings LLC
CLEAR GENIUS	88624757 20-SEP-2019	—	Pending Intent to Use	Bliss Products Holdings LLC
DRENCH & QUENCH	87466014 26-MAY-2017	5515137 10-JUL-2018	Registered	Bliss Products Holdings LLC
EX-'GLOW'-SION	85847468 12-FEB-2013	4460176 31-DEC-2013	Registered	Bliss Products Holdings LLC
EYE DO ALL THINGS	87542301 25-JUL-2017	5591360 23-OCT-2018	Registered	Bliss Products Holdings LLC

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status	Owner
EYE GOT THIS	87915475 10-MAY-2018	5711488 26-MAR-2019	Registered	Bliss Products Holdings LLC
FABGIRL	86241688 03-APR-2014	5041579 13-SEP-2016	Registered	Bliss Products Holdings LLC
FABGIRLSLIM	86241657 03-APR-2014	5200230 09-MAY-2017	Registered	Bliss Products Holdings LLC
FABULOUS DRENCH 'N' QUENCH	86669845 22-JUN-2015	4970514 31-MAY-2016	Registered	Bliss Products Holdings LLC
HIDE & GLOW SLEEK	86251244 14-APR-2014	4749339 02-JUN-2015	Registered	Bliss Products Holdings LLC
HYDROZOME	86691504 13-JUL-2015	5065377 18-OCT-2016	Registered	Bliss Products Holdings LLC
IN THE HONEY	87542381 25-JUL-2017	5576949 02-OCT-2018	Registered	Bliss Products Holdings LLC
JELLY GLOW BALL	87523982 11-JUL-2017	5515266 10-JUL-2018	Registered	Bliss Products Holdings LLC
LEAVE IT TO CLEAVAGE	86694240 15-JUL-2015	4985220 21-JUN-2016	Registered	Bliss Products Holdings LLC

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status	Owner
MASK A-'PEEL'	86959438 31-MAR-2016	5121185 10-JAN-2017	Registered	Bliss Products Holdings LLC
MASK FOR MORE	87815967 01-MAR-2018	5651389 08-JAN-2019	Registered	Bliss Products Holdings LLC
MASKING MANIA	87884875 19-APR-2018	5667575 29-JAN-2019	Registered	Bliss Products Holdings LLC
MICRO MAGIC	86014311 18-JUL-2013	4553246 17-JUN-2014	Registered	Bliss Products Holdings LLC
MIGHTY MARSHMALLOW	87466005 26-MAY-2017	5576765 02-OCT-2018	Registered	Bliss Products Holdings LLC
MINT CHIP MANIA	87854915 29-MAR-2018	5729554 16-APR-2019	Registered	Bliss Products Holdings LLC
MULTI-'FACE'-ETED	86216434 10-MAR-2014	4661059 23-DEC-2014	Registered	Bliss Products Holdings LLC
NO DULL DAYS	87740411 02-JAN-2018	5591844 23-OCT-2018	Registered	Bliss Products Holdings LLC
NO ZIT SHERLOCK	77754085 08-JUN-2009	3908731 18-JAN-2011	Registered	Bliss Products Holdings LLC

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status	Owner
OH MY GOMMAGE	87740462 02-JAN-2018	5588072 16-OCT-2018	Registered	Bliss Products Holdings LLC
OH, THAT'S RICH	87648563 17-OCT-2017	5557015 04-SEP-2018	Registered	Bliss Products Holdings LLC
POETIC WAXING	75403867 11-DEC-1997	2245159 11-MAY-1999	Registered/ Renewed	Bliss Products Holdings LLC
PORE PATROL	87957131 11-JUN-2018	5753154 14-MAY-2019	Registered	Bliss Products Holdings LLC
ROSE GOLD RESCUE	87903644 02-MAY-2018	5729699 16-APR-2019	Registered	Bliss Products Holdings LLC
STAY-CAY GLOW	88517116 16-JUL-2019	—	Pending Intent to Use	Bliss Products Holdings LLC
STEEP CLEAN	78630241 16-MAY-2005	3085456 25-APR-2006	Registered/ Renewed	Bliss Products Holdings LLC
THAT'S INCREDI- 'PEEL'!	85574178 20-MAR-2012	4239333 06-NOV-2012	Registered	Bliss Products Holdings LLC
THE REAL PEEL	87727816 20-DEC-2017	5651111 08-JAN-2019	Registered	Bliss Products Holdings LLC

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status	Owner
THE YOUTH AS WE KNOW IT	78953340 16-AUG- 2006	3292357 11-SEP-2007	Registered/ Renewed	Bliss Products Holdings LLC
TRANSLUMINOUS	86120516 15-NOV- 2013	4818564 22-SEP-2015	Registered	Bliss Products Holdings LLC
WHAT A MELON	87465970 26-MAY- 2017	5515136 10-JUL-2018	Registered	Bliss Products Holdings LLC
'ZEN' AT WORK	86338786 16-JUL- 2014	4675472 20-JAN-2015	Registered	Bliss Products Holdings LLC

Trademark Licenses

None