

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM556478

<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>
Angelcare USA, LLC		12/18/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	250 Yonge St., 11th Floor		
<b>Internal Address:</b>	Agent Bank Services Canada		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5B 2L7		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3245664	AIR-TITE	
<b>Serial Number:</b>	88324046	CLEAN LAUNDRY	
<b>Registration Number:</b>	2775710	DIAPER GENIE	
<b>Registration Number:</b>	3442830	DIAPER GENIE	
<b>Registration Number:</b>	4419354	DIAPER GENIE	
<b>Registration Number:</b>	4725319	DIAPER GENIE	
<b>Registration Number:</b>	1827510	DIAPER GENIE	
<b>Registration Number:</b>	4419356	DIAPER GENIE	
<b>Registration Number:</b>	4396610	DIAPER GENIE	
<b>Registration Number:</b>	3772256	DIAPER GENIE ELITE	
<b>Registration Number:</b>	5074782	DIAPER GENIE EXPRESSIONS	
<b>Registration Number:</b>	5166258	DIAPER GENIE EXPRESSIONS	
<b>Registration Number:</b>	5801890	DIAPER GENIE QUICK CADDY	
<b>Registration Number:</b>	5477044	DIAPER LOCK	
<b>Registration Number:</b>	4122450	LITTER GENIE	
<b>Registration Number:</b>	4515119	LITTER GENIE	
<b>Registration Number:</b>	5716859	LITTER GENIE	
<b>Registration Number:</b>	5869946	MAX FRESH	
<b>TRADEMARK</b>			

OP \$590.00 3245664

Property Type	Number	Word Mark
Registration Number:	5013344	PET GENIE
Serial Number:	87166249	POTTY GENIE
Registration Number:	5542786	POTTY GENIE
Serial Number:	87534700	QUALITY PERFORMANCE MOMS CAN TRUST
Serial Number:	88421026	ROPA LIMPIA

**CORRESPONDENCE DATA**

Fax Number: 3128767934

*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: 3128762837

Email: hope.karmo@dentons.com

Correspondent Name: Dentons US LLP c/o Tara Reedy Sliva

Address Line 1: P.O. Box #061080

Address Line 2: Wacker Drive Station, Willis Tower

Address Line 4: Chicago, ILLINOIS 60606-1080

**ATTORNEY DOCKET NUMBER:** 15016741-007001

**NAME OF SUBMITTER:** Tara Reedy Sliva

**SIGNATURE:** /tara reedy sliva/

**DATE SIGNED:** 01/08/2020

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of December 18, 2019, between **BANK OF MONTREAL**, a bank chartered under the *Bank Act* (Canada) ("BMO"), in its capacity as administrative agent for and on behalf of the Secured Parties (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent") and **ANGELCARE USA, LLC**, a Delaware limited liability company ("Grantor").

### RECITALS

A. Le Holding Angelcare Inc., as borrower (the "Borrower"), BMO and the other financial institutions from time to time party thereto as lenders and Agent are entering into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the "Credit Agreement"). Defined terms used herein without definition shall have the meanings set forth in the Credit Agreement.

B. All of the Obligations are secured by the assets of Grantor including, without limitation, all of Grantor's patents, trademarks, copyrights and other intellectual property.

C. Grantor's execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree:

### AGREEMENT

1. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing lien and security interest in Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Intellectual Property"):

- a. any and all United States copyright rights, copyright applications, copyright registrations and like protections of Grantor in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret (collectively, the "Copyrights");
- b. all United States patents, patent applications and like protections of Grantor including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and all rights therein provided by international treaties or conventions (collectively, "Patents");
- c. any United States trademark and servicemark rights of Grantor, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business connected with and symbolized by such trademarks (collectively, the "Trademarks");
- d. any and all trade secrets and trade secret rights, including any rights to unpatented inventions, know-how, operating manuals;
- e. any and all source code;

- f. any and all design rights which may be available to Grantor;
- g. any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above; and
- h. all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

2. Grantor hereby confirms that the attached schedules of Grantor's Copyright, Patent and Trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

3. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the Exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of any Credit Document by electronic means shall be effective as delivery of an original executed counterpart of such Credit Document. The words "execution," "signed," "signature" and words of like import in any Credit Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

5. This Agreement is a Credit Document and shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Angelcare USA, LLC  
201 boulevard de l'Industrie, Local 104  
Candiac, Province of Quebec, J5R 6A6

GRANTOR:

ANGELCARE USA, LLC

By: 

Name: Douglas E. Sweetbaum

Title: Vice President & Authorized Person

Address of Agent:

Bank of Montreal  
Agent Bank Services Canada  
250 Yonge St., 11th Floor  
Toronto, Ontario M5B 2L7

AGENT:

BANK OF MONTREAL, as Agent

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Angelcare USA, LLC  
201 boulevard de l'Industrie, Local 104  
Candiac, Province of Quebec, J5R 6A6

GRANTOR:

**ANGELCARE USA, LLC**

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

Name: \_\_\_\_\_

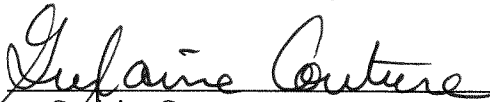
Title: \_\_\_\_\_

Address of Agent:

Bank of Montreal  
Agent Bank Services Canada  
250 Yonge St., 11th Floor  
Toronto, Ontario M5B 2L7

AGENT:

**BANK OF MONTREAL, as Agent**

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

Name: Gylaine Couture

Title: Managing Director

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

Name: Nicolas Vanier

Title: Managing Director

EXHIBIT A  
COPYRIGHTS

None.

EXHIBIT B

PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER
Waste Disposal Device	15/718286
Device to Twist the Refill Cassette When Closing the Pail Lid (USP) // Waste Storage Device (WOU)	15/629339
Waste Disposal Device And Cassette Interface	15/643822
Cassette With Non-Uniform Liner Cavity	15/961097
Device to Twist the Refill Cassette When Closing the Pail Lid (USP) // Waste Storage Device (WOU)	15/630211
Waste Disposal System Having Guide Feature	15/643785
Waste Disposal Device	15/644030
Film Cassette Having Ovoid-Shape	15/417491
Cassette With Non-Uniform Liner Cavity	15/417746
Waste Disposal Devices and Methods	15/281422
Waste Disposal Devices and Methods	14/551706
Compact Waste Disposal Device and Cassette	16/205550
Waste Cassette	29/680102
Waste Cassette	29/680114
Waste Cassette	29/680177
Waste Cassette	29/680180
Waste Cassette	29/680194
Waste Cassette	29/680202
Waste Storage Device	16/596959
Compact Waste Disposal Device and Cassette	10179697
Waste Disposal Device	9802755
Waste Disposal Device Cover	D810376
Waste Disposal Device Cover	D820546
Waste Disposal Device Bin Cover	D820545
Waste Disposal Device Cover	D824631
Waste Disposal Device Cover	D838075
Waste Disposal Device Cover	D819916
Waste Disposal Device Cover	D831290
Waste Disposal Device Cover	D831291
Waste Disposal Device Cover	D838426
Waste Disposal Device Cover	D826505
Waste Disposal Device Cover	D830030
Waste Disposal Device Cover	D829401
Waste Disposal Device Cover	D825880
Device to Twist the Refill Cassette When Closing the Pail Lid (USP) // Waste storage Device (WOU)	9718614
Waste Disposal Device Cover	D837474



Diaper Bag Dispenser	D654739
Odor Control Cassette	7629036
Device to Twist the Refill Cassette When Closing the Pail Lid (USP) // Waste storage Device (WOU)	9102467
Device to Twist the Refill Cassette When Closing the Pail Lid (USP) // Waste storage Device (WOU)	7350663
Waste Disposal Device Including Rotating Cartridge Coupled to Lid (USQ)	7617659
Waste Disposal Device Including Rotating Cartridge Coupled to Lid (USQ)	7434377
Waste Disposal Device Including Rotating Cartridge Coupled to Lid (USQ)	7708188
Waste Disposal Device Including A Film Cutting And Sealing Device	7316100
Waste Disposal Device Including A Film Cutting And Sealing Device	7958704
Waste Disposal Device Including Rotating Cartridge Coupled to Lid (USQ)	7694493
Waste Disposal Device Including Rotating Cartridge Coupled to Lid (USQ)	7503152
Waste Disposal Device Including Rotating Cartridge Coupled to Lid (USQ)	7503159
Waste Disposal Device Including Rotating Cartridge Coupled To Lid (USQ)	8091325
Composite Trash Container	6901974
Odor Transmission-Resistant Polymer Film	7100767
Odor Transmission-Resistant Polymer Film	8440316
Automated Twist Diaper Disposal Apparatus	7594376
Automated Twist Diaper Disposal Apparatus	7707808
Waste Disposal Devices and Methods	D586971
Waste Disposal Devices and Methods	8613371
Lid	D698198
Bin	D747062
Diaper Pail	D747060
Travel Kit	D705539
Caddy	D699437
Changing Pad	707982
Waste Disposal Devices and Methods	9493302
Lid	D765326
Diaper Pail	D747061
Pail	29/663859
Litter Scoop	775436
Litter Scoop Holder	704949
Waste Disposal Device Cover	D824632

EXHIBIT C  
TRADEMARKS

DESCRIPTION	REGISTRATION/ SERIAL NUMBER
AIR-TITE	Registration No. 3245664
CLEAN LAUNDRY	Application No. 88324046
DIAPER GENIE	Registration No. 2775710
DIAPER GENIE	Registration No. 3442830
DIAPER GENIE	Registration No. 4419354
DIAPER GENIE	Registration No. 4725319
DIAPER GENIE	Registration No. 1827510
DIAPER GENIE & Design	Registration No. 4419356
DIAPER GENIE (stylized and/or design)	Registration No. 4396610
DIAPER GENIE ELITE	Registration No. 3772256
DIAPER GENIE EXPRESSIONS	Registration No. 5074782
DIAPER GENIE EXPRESSIONS	Registration No. 5166258
DIAPER GENIE QUICK CADDY	Registration No. 5801890
DIAPER LOCK	Registration No. 5477044
LITTER GENIE	Registration No. 4122450
LITTER GENIE	Registration No. 4515119
LITTER GENIE	Registration No. 5716859
MAX FRESH	Registration No. 5869946
PET GENIE	Registration No. 5013344
POTTY GENIE	Application No. 87166249
POTTY GENIE	Registration No. 5542786
QUALITY PERFORMANCE MOMS CAN TRUST	Application No. 87534700
ROPA LIMPIA	Application No. 88421026