

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM560856

<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>
Microban Products Company		01/31/2020	Corporation: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, National Association, as Agent		
<b>Street Address:</b>	Fifth Third Center		
<b>Internal Address:</b>	38 Fountain Square		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 42</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4912957	AEGIS	
<b>Registration Number:</b>	4922203	AEGIS	
<b>Registration Number:</b>	4918225	AEGIS	
<b>Registration Number:</b>	5287676	AEGIS	
<b>Registration Number:</b>	4918224	AEGIS	
<b>Registration Number:</b>	4986639	AEGIS MICROBE SHIELD	
<b>Registration Number:</b>	5076227	AEGIS MICROBE SHIELD	
<b>Registration Number:</b>	5066857	AEGIS MICROBE SHIELD	
<b>Registration Number:</b>	5061953	AEGIS MICROBE SHIELD	
<b>Registration Number:</b>	5330942	AEGIS	
<b>Registration Number:</b>	4940912		
<b>Registration Number:</b>	5656966	DURALINK	
<b>Registration Number:</b>	5087802	ENDURE	
<b>Registration Number:</b>	5449489	LIVE ON	
<b>Registration Number:</b>	5201589	MICROBAN	
<b>Registration Number:</b>	5300480	MICROBAN	
<b>Registration Number:</b>	5133881	MICROBAN	
<b>Registration Number:</b>	5335874	MICROBAN ENDURE	
<b>TRADEMARK</b>			

OP \$1065.00 4912957

Property Type	Number	Word Mark
Registration Number:	5242950	MICROBAN
Registration Number:	5201705	
Registration Number:	5285554	PROTECTION THAT LIVES ON
Registration Number:	5285712	PROTECTION THAT LIVES ON
Registration Number:	5300486	PROTECTION THAT LIVES ON MICROBAN
Registration Number:	5305659	PROTECTION THAT LIVES ON MICROBAN
Registration Number:	5274045	SCENTRY
Registration Number:	5078922	SCENTRY
Registration Number:	5746841	SCENTRY REVIVE
Registration Number:	5493490	SCENTRY REVIVE
Registration Number:	5514870	SCENTRY REVIVE
Registration Number:	5014255	ZPTECH
Registration Number:	2227218	MICROBAN
Serial Number:	88069644	EXCALIBUR
Serial Number:	88283649	LIVE MORE, STAY FRESH
Serial Number:	88283652	LIVE MORE, WASH LESS
Serial Number:	87794437	MICROBAN ECOFRESH
Serial Number:	88134003	MICROFRESH
Serial Number:	87086028	MICROGUARD
Serial Number:	87794567	SCENTRY REVIVE
Serial Number:	88487523	THE CLEANER HOME
Serial Number:	88450209	VESTA
Serial Number:	88450271	VESTA
Serial Number:	88450296	VESTA

**CORRESPONDENCE DATA**

**Fax Number:** 8888292819

*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

**NAME OF SUBMITTER:** Gregory T. Pealer

**SIGNATURE:** /Gregory T. Pealer/

**DATE SIGNED:** 02/06/2020

**Total Attachments:** 7

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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):**

Microban Products Company

- Individual(s)                       Association
- Partnership                         Limited Partnership
- Corporation- State: North Carolina
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) January 31, 2020

- 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: Fifth Third Bank, National Association, as Agent

Street Address: Fifth Third Center, 38 Fountain Square

City: Cincinnati

State: Ohio

Country: USA                                      Zip: 45263

- 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.

See Schedule A attached hereto.

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: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois                                      Zip: 60603

Phone Number: 312-845-2955

Docket Number: 4315339

Email Address: pealer@chapman.com

**6. Total number of applications and registrations involved:** 42

**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:** , for Chapman and Cutler LLP

February 4, 2020

Signature

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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 COLLATERAL AGREEMENT

This 31st day of January, 2020, MICROBAN PRODUCTS COMPANY, a North Carolina corporation (the "*Debtor*"), with its principal place of business and mailing address at 11400 Vanstory Drive, Huntersville, North Carolina 28078, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, National Association ("*Fifth Third*"), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Second Amended and Restated Security Agreement dated as of January 31, 2020, among Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGES TO FOLLOW]

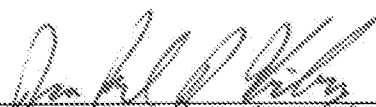
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MICROBAN PRODUCTS COMPANY

By  \_\_\_\_\_  
Name Joe Lyons  
Title Secretary

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By   
Name \_\_\_\_\_  
Title Senior Vice President



**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT  
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
AEGIS ((Word Mark) (IC--005)	4912957	8-Mar-16
AEGIS (Design Mark) (IC--001)	4922203	22-Mar-16
AEGIS (Design Mark) (IC--005)	4918225	15-Mar-16
AEGIS (new design w/star) (IC 01, 05)	5287676	12-Sep-17
AEGIS (Word Mark) (IC 01, 05)	4918224	15-Mar-16
AEGIS MICROBE SHIELD (Design Mark) (IC--001)	4986639	28-Jun-16
AEGIS MICROBE SHIELD (Design Mark) (IC--005)	5076227	8-Nov-16
AEGIS MICROBE SHIELD (Word Mark) (IC 01, 05)	5066857	25-Oct-16
AEGIS MICROBE SHIELD (Word Mark) (IC--005)	5061953	18-Oct-16
Aegis w/star (design) (IC 042)	5330942	7-Nov-17
BLUE ORB (Design Only)	4940912	19-Apr-16
DURALINK (word) (IC 001, 005)	5656966	15-Jan-19
ENDURE (Word Mark) (IC--005)	5087802	22-Nov-16
Live On (word) (IC 042)	5449489	17-Apr-18
MICROBAN (w / new shield ) (design, class 05)	5201589	9-May-17
Microban (word) (IC 005)	5300480	3-Oct-17
MICROBAN (word) (IC 11)	5133881	31-Jan-17
MICROBAN ENDURE (Word Mark) (IC--005)	5335874	14-Nov-17
Microban w/shield (design) (IC 042)	5242950	11-Jul-17
New shield logo (design IC005)	5201705	9-May-17
Protection that lives on (word) (IC 005)	5285554	12-Sep-17
Protection that lives on (word) (IC 042)	5285712	12-Sep-17
Protection that lives on Microban (design) (IC 05)	5300486	3-Oct-17
Protection that lives on Microban (design) (IC 042)	5305659	10-Oct-17
SCENTRY (word) (IC 017)	5274045	29-Aug-17
SCENTRY (Word Mark) (IC--1,5,25)	5078922	8-Nov-16
Scentry Revive (word) (IC 01)	5746841	7-May-19
SCENTRY REVIVE (word) (IC 005)	5493490	12-Jun-18
SCENTRY REVIVE (word) (IC 042)	5514870	10-Jul-18
ZPTECH (Word Mark) (IC--005 and 042)	5014255	2-Aug-16
MICROBAN Trademark (Design) (US IC 001,040)	2227218	2-Mar-99

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL NO.	FILED
EXCALIBUR (word) (IC 05)	88069644	8-Aug-18
Live More, Stay Fresh (word) (IC 25)	88283649	31-Jan-19
Live More, Wash Less (word) (IC 25)	88283652	31-Jan-19
Microban EcoFresh (word) (IC 05)	87794437	12-Feb-18
MICROFRESH (word) (IC 27)	88134003	27-Sept-18
MICROGUARD (word IC 005)	87086028	28-June-16
Scentry Revive (word) (IC 25)	87794567	12-Feb-18
The Cleaner Home (word) (IC 041)	88487523	25-June-19
Vesta (word) (IC 01)	88450209	29-May-19
Vesta (word) (IC 05)	88450271	29-May-19
Vesta (word) (IC 25)	88450296	29-May-19