

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Little Busy Bodies, LLC		02/28/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank, N.A.		
Street Address:	8044 Montgomery Road, Suite 350		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45236		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	77233002	BOOGIE WIPES	
Serial Number:	77485579	BOOGIE MOMS	
Serial Number:	77487861	'SNOT YOUR AVERAGE WIPE	
Serial Number:	77492320	BOOGIES ON THE RUN	
Serial Number:	77648693	GENTLE SALINE WIPES FOR STUFFY NOSES	
Serial Number:	77704750	BOOGIE	
Serial Number:	77716556	THE BUSINESS OF BEING A MOM	
Serial Number:	77724481	ACHOOZ	
Serial Number:	77867219	SAVE THE SLEEVE	
Serial Number:	77923625		
Serial Number:	77954588	SALINE SOOTHERS	
Serial Number:	85110691		
Serial Number:	85474642	NATURAL CLEAN SALINE	
Serial Number:	85530356	SALINE AMBASSADOR	
Serial Number:	86878413	MAKE YOUR NOSE HAPPY!	
Serial Number:	86927515	BOOGIE	
Serial Number:	88020211	BOOGIE MIST	
Serial Number:	88020213	BOOGIE MIST	
Serial Number:	88020215	BOOGIE DROPS	
TRADEMARK			

OP \$640.00 77233002

Property Type	Number	Word Mark
Serial Number:	88020222	BOOGIE DROPS
Serial Number:	88515541	BOOGIE BOTTOMS
Serial Number:	88515543	BOOGIE BOTTOMS
Serial Number:	88515545	BOOGIE BOTTOMS
Serial Number:	88515547	BOOGIE BOTTOMS
Serial Number:	88599252	GENTLE SALINE WIPES FOR STUFFY NOSES

CORRESPONDENCE DATA

Fax Number: 5139778141
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: 5139778527
Email: april.besl@dinsmore.com
Correspondent Name: April L. Besl
Address Line 1: 255 E. Fifth St., Suite 1900
Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	April L Besl
SIGNATURE:	/april l besl/
DATE SIGNED:	03/13/2020

Total Attachments: 8
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 28, 2020, is made by LITTLE BUSY BODIES, LLC, an Ohio limited liability company, located at 212 E. Third Street, Ste. 300, Cincinnati, Ohio 45202 (the "Grantor"), in favor of JP MORGAN CHASE BANK, N.A., located at 8044 Montgomery Road, Suite 350, Cincinnati, Ohio 45236 (the "Lender"), parties to the Credit Agreement, of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, Eleco Brands LLC, an Ohio limited liability company (collectively, "Borrowers"), and the Lender.

WITNESSETH

WHEREAS, pursuant to the Credit Agreement, the Lender has agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, of even date herewith, in favor of the Lender (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Lender for the benefit of the Lender a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Exhibit A attached hereto) (collectively, the "Trademark Collateral"), to the Lender for the benefit of the Secured Parties to secure payment, performance and observance of the Secured Obligations.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by Grantor of a security interest therein would result in the loss by Grantor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor and the Lender have executed this Grant of Security Interest in Trademark Rights as of the date first above written.

GRANTOR:

LITTLE BUSY BODIES, LLC,
as Grantor

By: 

Name: Richard T. Palmer

Title: President

LENDER:

JPMORGAN CHASE BANK, N.A.,
as Lender

By: _____

Name: Eric Lanter

Title: Executive Director

Signature Page to Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 006890 FRAME: 0782

IN WITNESS WHEREOF, the Grantor and the Lender have executed this Grant of Security Interest in Trademark Rights as of the date first above written.

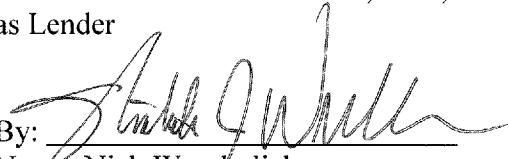
GRANTOR:

LITTLE BUSY BODIES, LLC,
as Grantor

By: _____
Name: Richard T. Palmer
Title: President

LENDER:

JPMORGAN CHASE BANK, N.A.,
as Lender

By: 
Name: Nick Wunderlich
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO

COUNTY OF Hamilton



STEPHEN MORSCH
Notary Public, State of Ohio
My Commission Expires 04-18-2022

I hereby certify that Richard Palmer, the CEO of LITTLE BUSY BODIES, LLC, an Ohio limited liability company, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of LITTLE BUSY BODIES, LLC.

Witness my hand and official seal, this the 26th day of February, 2020.

My commission expires: 4-18-2022

Stephen Morsch
Notary Public

Acknowledgement to Grant of Security Interest in Trademark Rights

ACKNOWLEDGEMENT OF LENDER

STATE OF OHIO)
) ss:
COUNTY OF)

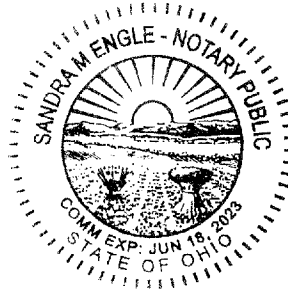
I hereby certify that Nicholas Wundertlich, the Vice President of JPMORGAN CHASE BANK, N.A, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of JPMORGAN CHASE BANK, N.A.

Witness my hand and official seal, this the 26 day of February, 2020.

My commission expires:

6-18-2023

Sandra Engle
Notary Public



Acknowledgement to Grant of Security Interest in Trademark Rights

EXHIBIT A

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Renewal Date</u>
BOOGIE WIPES	US	07/18/2007	77/233,002	12/02/2008	3,541,165	12/02/2028
BOOGIE MOMS	US	05/28/2008	77/485,579	02/16/2010	3,750,406	02/16/2030
'SNOT' YOUR AVERAGE WIPE	US	05/30/2008	77/487,861	10/13/2009	3,696,660	10/13/2029
BOOGIES ON THE RUN	US	06/05/2008	77/492,320	01/13/2009	3,560,905	01/13/2029
GENTLE SALINE WIPES FOR STUFFY NOSES	US	01/13/2009	77/648,693	12/15/2009	3,726,848	12/15/2029
BOOGIE	US	04/01/2009	77/704,750	06/26/2012	4,162,748	06/26/2022
THE BUSINESS OF BEING A MOM	US	04/17/2009	77/716,556	08/17/2010	3,835,933	08/17/2020
ACHOOZ	US	04/28/2009	77/724,481	09/14/2010	3,848,597	09/14/2020
SAVE THE SLEEVE	US	11/06/2009	77/867,219	12/07/2010	3,887,761	12/07/2020
Nose Logo	US	29-Jan-2010	77/923,625	11/23/2010	3,881,543	11/23/2020
SALINE SOOTHERS	US	09-Mar-2010	77/954,588	04/26/2011	3,952,199	04/26/2021
Green and Orange Wipe Package Trade Dress (Design)	US	08/18/2010	85/110,691	12/16/2014	4,654,842	12/16/2020
NATURAL CLEAN SALINE	US	11/16/2011	85/474,642	07/22/2014	4,572,767	07/22/2020
SALINE AMBASSADOR	US	01/31/2012	85/530,356	07/22/2014	4,572,808	07/22/2020

<u>Trademark</u>	<u>Country</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Renewal Date</u>
MAKE YOUR NOSE HAPPY!	US	01/18/2016	86/878,413	10/03/2017	5,302,258	10/03/2023
BOOGIE	US	03/03/2016	86/927,515	09/20/2016	5,045,572	09/20/2022
BOOGIE MIST	US	06/29/2018	88/020,211	09/03/2019	5,848,507	09/03/2025
BOOGIE MIST & Design	US	06/29/2018	88/020,213	09/03/2019	5,848,508	09/03/2025
BOOGIE DROPS	US	06/29/2018	88/020,215	09/03/2019	5,848,509	09/03/2025
BOOGIE DROPS & Design	US	06/29/2018	88/020,222	09/03/2019	5,848,510	09/03/2025
BOOGIE BOTTOMS	US	07/15/2019	88/515,541	01/21/2020	5,967,101	01/21/2026

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Country</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>	<u>Status</u>
BOOGIE BOTTOMS & Design	US	07/15/2019	88/515,543	Awaiting action
BOOGIE BOTTOMS	US	07/15/2019	88/515,545	Awaiting action
BOOGIE BOTTOMS & Design	US	07/15/2019	88/515,547	Awaiting action
GENTLE SALINE WIPES FOR STUFFY NOSES	US	08/30/2019	88/599,252	Office Action Response due 04/03/2020