

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BROOKSIDE MEZZANINE FUND III, L.P.		05/04/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	WATER-JEL TECHNOLOGIES, L.L.C.		
Street Address:	50 BROAD STREET		
City:	CARLSTADT		
State/Country:	NEW JERSEY		
Postal Code:	07072		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	1177931	WATER-JEL	
Registration Number:	1185594	WATER JEL	
Registration Number:	1186537		
Registration Number:	1392078	WATER-JEL	
Registration Number:	1394610		
Registration Number:	1429819	WATER-JEL	
Registration Number:	1762382	WATER-JEL BURN JEL	
Registration Number:	1854013	UNBURN	
Registration Number:	1958221		
Registration Number:	2567184	BURN JEL	
Registration Number:	3080044	STERIL-EYES	
Registration Number:	3187741	BURN STOP	
Registration Number:	3107341	WATER-JEL MUSCLE JEL	
Registration Number:	2987093	COOL JEL	
Registration Number:	3938459	R1 A WATER-JEL PRODUCT	
Registration Number:	3938460	R2 A WATER-JEL PRODUCT	
Registration Number:	3946223	RADIADERM	
Registration Number:	3942248	RADIADERM SYSTEM	
Registration Number:	4339452		
TRADEMARK			

CH \$490.00 1177931

CORRESPONDENCE DATA**Fax Number:** 9736247070*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:** 973-622-4444**Email:** schristie@mccarter.com, kknoll@mccarter.com**Correspondent Name:** Scott S. Christie**Address Line 1:** McCarter & English, LLP**Address Line 2:** 100 MULBERRY STREET, 4 GATEWAY CENTER**Address Line 4:** NEWARK, NEW JERSEY 07102**ATTORNEY DOCKET NUMBER:** 132089/00001**NAME OF SUBMITTER:** Scott S. Christie**SIGNATURE:** /Scott S. Christie/**DATE SIGNED:** 05/05/2020**Total Attachments: 6**

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Release”), dated as of May 4, 2020, is made by BROOKSIDE MEZZANINE FUND III, L.P. (“Lender”), in favor of WATER-JEL TECHNOLOGIES, L.L.C. (“Borrower”) as follows:

WHEREAS, Borrower and Lender are parties to a certain Credit Agreement dated as of June 1, 2016 (this agreement, as amended, restated, or otherwise modified, the “Credit Agreement”); and

WHEREAS, pursuant to the Credit Agreement, Borrower and Lender entered into the Security Agreement dated as of June 1, 2016 (the “Security Agreement”), and the Grant of Security Interest (Trademarks) dated as of June 1, 2016 (the “Trademark Security Interest Agreement”), pursuant to which Borrower collaterally assigned to and granted to Lender a continuing security interest in, and continuing lien upon, all right, title, and interest of Borrower in and to its trademarks and registrations thereof, including the trademarks listed on the attached Schedule A, together with all goodwill connected with the use of and symbolized by each, and all proceeds thereof (the “Released Intellectual Property”), which Trademark Security Interest Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) at Reel 005810, Frame 0247; and

WHEREAS, as of the date of this Release, the Borrower has satisfied in full the terms of the Security Agreement and the Trademark Security Interest Agreement; and

WHEREAS, pursuant to the Credit Agreement, Lender has released and has agreed to release its continuing security interest in, and continuing lien upon, and assign to Borrower any and all interest it may have in the Released Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Lender hereby releases and terminates, without any representation, recourse or undertaking, its continuing security interest in, and continuing lien upon, the Released Intellectual Property, and assigns to Borrower any and all interest Lender may have in the Released Intellectual Property.

2. This Release has been executed and delivered by Lender for the purpose of releasing, removing, or otherwise eliminating the Trademark Security Interest Agreement in favor of Lender in the Released Intellectual Property, including the Grant of Security Interest (Trademarks) that has been filed with the USPTO and, to the extent required, any other such offices in other countries of the world. All of Borrower’s obligations under the Trademark Security Interest Agreement as they pertain to the Released Intellectual Property are thus terminated as of the date first set forth above. The Agent authorizes the USPTO and any other applicable governmental authority to record this Release.

3. Lender has a continuing obligation to sign all agreements, documents, or otherwise, necessary to carry out this Release and the obligations herein.
4. This Release shall be binding upon Lender's legal representatives, successors, and assigns.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, the undersigned have executed this RELEASE OF SECURITY INTEREST IN TRADEMARKS as of the 13th day of April, 2020.

BROOKSIDE MEZZANINE FUND III, L.P. WATER-JEL TECHNOLOGIES, L.L.C.

By: Brookside Mezzanine Partners III, LLC,
its General Partner

By: [Signature]
Name: Corey Selzer
Title: managing member

By: _____
Name: _____
Title: _____

STATE OF New York)
County of New York)

The foregoing instrument was acknowledged before me this 13th day of April, 2020 by Corey L. Selzer as MANAGING MEMBER of Brookside Mezzanine Fund III, L.P. a _____ corporation, on behalf of BROOKSIDE MEZZANINE FUND III, L.P.

My commission expires:

STATE OF NEW YORK
COUNTY OF ORANGE

[Signature]
Notary Public

NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. 01505062337
QUALIFIED IN ORANGE COUNTY
COMMISSION EXPIRES ON JUNE 24, 2022

518834

[Signature Page to Intellectual Property Security Release (Water-Jel-Brookside)(2020)]

MFL 329830820.1


IN WITNESS WHEREOF, the undersigned have executed this RELEASE OF SECURITY INTEREST IN TRADEMARKS as of the 4th day of May, 2020,

BROOKSIDE MEZZANINE FUND III, L.P.

WATER-JEL TECHNOLOGIES, L.L.C.

By: Brookside Mezzanine Partners III, LLC,
its General Partner

By: _____
Name:
Title:

By:  _____
Name: James J. Hartnett, III
Title: Chief Executive Officer

STATE OF _____)
)
_____ OF _____)

The foregoing instrument was acknowledged before me this _____ day of April, 2020 by _____ as _____ of _____, a _____ corporation, on behalf of BROOKSIDE MEZZANINE FUND III, L.P.

My commission expires:



Notary Public

518034



[Signature Page to Intellectual Property Security Release (WaterJel-Brookside)(2020)]

Schedule A to Release of Security Interest

TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
	4339452	May 21, 2013
RADIADERM SYSTEM	3942248	April 5, 2011
RADIADERM	3946223	April 12, 2011
R2 A WATER-JEL PRODUCT	3938460	March 29, 2011
R1 A WATER-JEL PRODUCT	3938459	March 29, 2011
BURN STOP	3187741	December 19, 2006
BURN JEL	2567184	May 7, 2002
STERIL-EYES	3080944	April 11, 2006
WATER-JEL MUSCLE JEL	3107341	June 20, 2006
COOL JEL	2987993	August 23, 2005
UNBURN	1854013	September 13, 1994
WATER-JEL BURN JEL	1762382	April 6, 1993
	1958221	February 27, 1996

Schedule A (Continued) to Release of Security Interest

	1186537	January 19, 1982
	1394610	May 27, 1986
WATER-JEL	1392078	May 6, 1986
WATER JEL	1185594	January 12, 1982
WATER-JEL	1177931	November 17, 1981
WATER-JEL	1429819	February 24, 1987