

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Impact Products LLC		06/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ACF FinCo I LP		
Street Address:	560 White Plains Road, Suite 400		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	5779882	IMPACT	
Registration Number:	5509692	GENAIRE	
Registration Number:	5489338	PROGUARD	
Registration Number:	5204009		
Registration Number:	5142350	IMPACT	
Registration Number:	5056001	DIVERSAMED	
Registration Number:	5056000	THE PROTECTED CHEF	
Registration Number:	4526384	MOPSTER	
Registration Number:	3191190	PROMAX II	
Registration Number:	3198101	PROMAX	
Registration Number:	3149822	FOAM-EEZE	
Registration Number:	3249672	LOBBYMASTER	
Registration Number:	3145504	SMAZER	
Registration Number:	3242498	GATORANCHOR	
Registration Number:	3067864	GATOR	
Registration Number:	2979540	NATURELLE	
Registration Number:	3475500	SPRAY ALERT	
Registration Number:	2795941	NATURELLE	
Registration Number:	2504412	REST ASSURED	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3115712	
Registration Number:	3058362	CONTOUR
Registration Number:	2411450	TRIVU
Registration Number:	2230766	CLEAR VU
Registration Number:	2336664	CLEARVU
Registration Number:	2199725	CLEARVU ENCORE
Registration Number:	2224904	TRIAD
Registration Number:	1981851	IMPACT
Registration Number:	0595077	SANISAC
Registration Number:	1788210	
Registration Number:	1543324	PRO-GUARD
Registration Number:	1117719	LAYFLAT
Registration Number:	0965022	WHITE
Registration Number:	0962018	WHITE
Registration Number:	0961921	WHITE
Registration Number:	0963296	WHITE
Registration Number:	0765046	WHITE

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 2129693000

Email: trademark@proskauer.com

Correspondent Name: Al Lucia

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 38108.006

NAME OF SUBMITTER: Al Lucia

SIGNATURE: /Al Lucia/

DATE SIGNED: 06/30/2020

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”), effective as of June 30, 2020 is made by Impact Products LLC, a Delaware limited liability company (the “Grantor”), in favor of ACF FinCo I LP, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the ABL Credit Agreement, dated as of June 30, 2020 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SSE Buyer, Inc., a Delaware corporation, as a borrower (“Buyer”), Supply Source Enterprises, Inc., a Georgia corporation, as a borrower (“Target”), Impact Products LLC, a Delaware limited liability company, as a borrower (“Impact”), The Safety Zone, LLC, a Connecticut limited liability company, as a borrower (“Safety,” and together with Buyer, Target, and Impact, each an “Initial Borrower” and collectively, the “Initial Borrowers”), SSE Intermediate, Inc., the Lenders from time to time a party thereto, and ACF FinCo I LP, as administrative agent and Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make 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 Grantors have executed and delivered the ABL Guarantee and Collateral Agreement, dated as of June 30, 2020, in favor of the Collateral Agent (together with all amendments, restatements, supplements 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 Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (other than any Excluded Property); 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 Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

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

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor’s right, title and interest in, to and under the Trademarks (including those items listed on Schedule A hereto but excluding any Excluded Property) (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 2. 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 Collateral Agent for the benefit of the Secured Parties 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the 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 4. 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.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Collateral Agent shall promptly, at the reasonable request and expense of Grantor, provide evidence of such termination. Upon the payment in full of the Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, upon Borrowers' request, the Collateral Agent will promptly, at the sole expense of Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantor to evidence such termination and release.

(Remainder of the page intentionally left blank)


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

IMPACT PRODUCTS LLC

By: Stephen Schultz
Name: Stephen Schultz
Title: Chief Executive Officer and President

ACKNOWLEDGED:

ACF FINCO LLP,
as the Collateral Agent

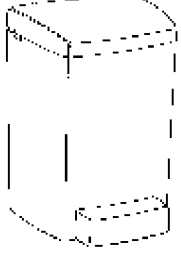

By: 
Name: *Oleh Szczupak*
Title: *Authorized Signer*

Schedule A

U.S. Trademark Registrations

Mark	Owner	Reg. No.	Reg. Date
IMPACT	Impact Products LLC	5779882	6/18/19
GENAIRE	Impact Products LLC	5509692	7/3/18
PROGUARD	Impact Products LLC	5489338	6/12/18
	Impact Products LLC	5204009	5/16/17
IMPACT & Design	Impact Products LLC	5142350	3/17/15
DIVERSAMED	Impact Products LLC	5056001	10/4/16
THE PROTECTED CHEF	Impact Products LLC	5056000	10/4/16
MOPSTER	Impact Products LLC	4526384	5/6/14
PROMAX II	Impact Products LLC	3191190	1/2/07
PROMAX	Impact Products LLC	3198101	1/16/07
FOAM-EEZE	Impact Products LLC	3149822	9/26/06
LOBBYMASTER	Impact Products LLC	3249672	6/5/07
SMAZER	Impact Products LLC	3145504	9/19/06
GATORANCHOR	Impact Products LLC	3242498	5/15/07
GATOR	Impact Products LLC	3067864	3/14/06
NATURELLE	Impact Products LLC	2979540	7/26/05

Schedule A

SPRAY ALERT	Impact Products LLC	3475500	7/29/08
NATURELLE	Impact Products LLC	2795941	12/16/03
REST ASSURED	Impact Products LLC	2504412	11/6/01
	Impact Products LLC	3115712	7/18/06
CONTOUR	Impact Products LLC	3058362	2/14/06
TRIVU	Impact Products LLC	2411450	12/5/00
CLEAR VU	Impact Products LLC	2230766	3/9/99
CLEARVU	Impact Products LLC	2336664	3/28/00
CLEARVU ENCORE	Impact Products LLC	2199725	10/27/98
TRIAD	Impact Products LLC	2224904	2/23/99
IMPACT & Design	Impact Products LLC	1981851	6/25/96
SANISAC (Stylized)	Impact Products LLC	0595077	9/14/54
	Impact Products LLC	1788210	8/17/93

Schedule A

PRO-GUARD	Impact Products LLC	1543324	6/13/89
LAYFLAT (Stylized)	Impact Products LLC	1117719	5/8/79
WHITE & Design	Impact Products LLC	0965022	7/31/73
WHITE & Design	Impact Products LLC	0962018	6/26/73
WHITE & Design	Impact Products LLC	0961921	6/26/73
WHITE & Design	Impact Products LLC	0963296	7/10/73
WHITE & Design	Impact Products LLC	0765046	2/18/64

Schedule A

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RECORDED: 06/30/2020

**TRADEMARK
REEL: 006983 FRAME: 0831**