

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585908

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900551916

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A.P. DEAUVILLE, LLC		04/24/2020	Limited Liability Company: NEW JERSEY

RECEIVING PARTY DATA

Name:	M&T BANK,
Street Address:	One M&T Plaza
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14203
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5724670	USA DETERGENTS
Registration Number:	5671672	USA DETERGENTS
Registration Number:	3027662	LADY POWER STICK
Registration Number:	1466857	POWER STICK
Registration Number:	3229351	POWER STICK
Registration Number:	5796126	RIPTIDE
Registration Number:	4056863	SCREAM
Registration Number:	4145142	SOFT WHISPER BY POWER STICK
Registration Number:	4576206	SOFT WHISPER BY POWER STICK

CORRESPONDENCE DATA

Fax Number:

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: 732.448.2539

Email: ekremen@windelsmarx.com

Correspondent Name: Elina Kremen

Address Line 1: 120 Albany Street Plaza

Address Line 4: New Brunswick, NEW JERSEY 08901

NAME OF SUBMITTER:	Elina Kremen
SIGNATURE:	/Elina Kremen/
DATE SIGNED:	07/10/2020

Total Attachments: 21

source=M T-AP DEAUVILLE - EXECUTED Patent Trademark and Copyright Security Agreement (40873692x9FC76)#page1.tif
source=M T-AP DEAUVILLE - EXECUTED Patent Trademark and Copyright Security Agreement (40873692x9FC76)#page2.tif
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source=M T-AP DEAUVILLE - EXECUTED Patent Trademark and Copyright Security Agreement (40873692x9FC76)#page7.tif
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the “**Agreement**”), dated as of April 24, 2020, is entered into by and between **A.P. DEAUVILLE, LLC**, a limited liability company organized and existing under the laws of the State of New Jersey (the “**Pledgor**”) and **M&T BANK**, a New York banking corporation, with its banking offices at One M&T Plaza, Buffalo, New York 14203 (the “**Secured Party**”).

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the “**Credit Agreement**”) of even date herewith by and between the Pledgor and the Secured Party, the Secured Party has agreed to provide certain loans and other extensions of credit to the Pledgor, and the Pledgor has agreed, among other things, to grant a security interest to the Secured Party in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein: (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of New Jersey, as amended from time to time (the “**Code**”).

(b) “**Patents, Trademarks and Copyrights**” shall mean and include all of the Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by the Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate provided, that “**Patents, Trademarks and Copyrights**” shall exclude all intent-to-use trademarks.

(c) “**Secured Obligations**” shall mean the Obligations.

2. To secure the full payment and performance of all Secured Obligations, the Pledgor hereby grants and conveys a security interest to the Secured Party, for itself and the benefit of the Secured Parties, in the entire right, title and interest of the Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. The Pledgor represents and warrants, and covenants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by the Pledgor not to sue third persons;

(d) the Pledgor has the power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to the Pledgor or, to the knowledge of the Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party other than claims that, if adversely determined, could not reasonably be expected to have a Material Adverse Change;

(f) the Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) the Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with **Paragraph 11** hereof;

(h) the Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Secured Party;

(i) the Pledgor will not change its name without providing thirty (30) days prior written notice to the Secured Party; and

(j) the Pledgor shall preserve its existence as a corporation, and except as permitted by the Credit Agreement, shall not: (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not the Pledgor; or (ii) sell all or substantially all of its assets.

4. Reserved.

5. The Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly paid in full (other than contingent obligations for which no claims have been made) and all commitments have been terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with the Pledgor's obligations under this Agreement, without the Secured Party's prior written consent which shall not be unreasonably withheld except the Pledgor may license technology in the ordinary course of business without the

Secured Party's consent to suppliers and customers to facilitate the manufacture and use of the Pledgor's products.

6. If, before payment in full of all of the Secured Obligations the Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, to the fullest extent permissible under applicable law, the provisions of this Agreement shall automatically apply thereto and the Pledgor shall give to the Secured Party prompt notice thereof in writing. The Pledgor and the Secured Party agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

7. Secured Party shall have, to the fullest extent permissible under applicable law, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Secured Party shall designate by notice to the Pledgor, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which the Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Secured Party, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgor at least twenty (20) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which the Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released. Nothing in this Agreement waives any duty of the Secured Party or any right of Pledgor which cannot be waived under Section 9-602 of the UCC or other mandatory provisions of applicable Law which cannot be waived.

8. Following an Event of Default and during such Event of Default, the Pledgor hereby authorizes and empowers the Secured Party to make, constitute and appoint any officer or agent of the Secured Party, as the Secured Party may select in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third

person, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

(a) The Pledgor expressly acknowledge that this Agreement (without the Exhibits) shall be recorded with the Patent and Trademark Office in Washington D.C. Contemporaneously herewith, the Pledgor shall also execute and deliver to the Secured Party Exhibit A attached hereto and such other documents as the Secured Party shall reasonably require to permanently assign all rights in the Patents to the Secured Party.

(b) The Pledgor expressly acknowledge that this Agreement (without the Exhibits) shall be recorded with the Patent and Trademark Office in Washington D.C. Contemporaneously herewith, the Pledgor shall also execute and deliver to the Secured Party Exhibit B attached hereto and such other documents as the Secured Party shall reasonably require to permanently assign all rights in the Trademarks to the Secured Party.

(c) The Pledgor expressly acknowledge that this Agreement (without the Exhibits) shall be recorded with the Library of Congress, Copyright Office in Washington D.C. Contemporaneously herewith, the Pledgor shall also execute and deliver to the Secured Party Exhibit C attached hereto and such other documents as the Secured Party shall reasonably require to permanently assign all rights in the Copyrights to the Secured Party.

9. Upon payment in full of all of the Secured Obligations, this Agreement shall terminate and the Secured Party shall execute and deliver to the Pledgor all deeds, assignments and other instruments as may be necessary or proper to release or re-vest in the Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Secured Party pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgor within twenty (20) of demand by Secured Party, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

11. Except to the extent not material to its business, the Pledgor shall have the duty, through counsel reasonably acceptable to the Secured Party, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until payment in full of the Secured Obligations, to make application on unpatented but patentable inventions (whenever it is commercially

reasonable in the reasonable judgment of the Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgor. Except to the extent not material to its business, the Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of the Secured Party, which shall not be unreasonably withheld.

12. The Pledgor shall have the right, with the consent of the Secured Party, to bring suit, action or other proceeding in its own name, and to join the Secured Party, if necessary, as a party to such suit so long as the Secured Party is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Pledgor shall in accordance with Section 10, reimburse and indemnify the Secured Party for all damages, costs and expenses, including reasonable legal fees, incurred by the Secured Party as a result of such suit or joinder by the Pledgor.

13. No course of dealing between the Pledgor and the Secured Party, nor any failure to exercise nor any delay in exercising, on the part of the Secured Party, any right, remedy, power or privilege of the Secured Party hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. All of the Secured Party's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents or by Law, and the Secured Party may enforce any one or more remedies hereunder successively or concurrently at its option.

15. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on the Pledgor's obligations hereunder as to each element of such assertion.

16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by the Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in **Paragraph 6 and Paragraph 26** hereof with respect to additions and supplements to Schedule A hereto.

17. The Pledgor shall make all payments free and clear of Taxes to the extent required in the Credit Agreement.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of New Jersey, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the State of New Jersey

20. Each party hereto hereby irrevocably submits to the nonexclusive jurisdiction of any New Jersey state or federal court sitting in any New Jersey county, in any action or proceeding arising out of or relating to this Agreement, and each party hereto hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New Jersey state or federal court. Each party hereto hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

21. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. The Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Secured Party or any Lender of the signature page hereof purporting to be signed on behalf of the Pledgor shall constitute effective and binding execution and delivery hereof by the Pledgor.

22. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW.

23. All notices, statements, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth in the Credit Agreement and in the manner provided in the Credit Agreement. The Secured Party and the Lenders may rely on any notice (whether or not made in the manner contemplated by this

Agreement) purportedly made by or on behalf of the Pledgor, and the Secured Party and the Lenders shall have no duty to verify the identity or authority of the Person giving such notice.

24. The Pledgor acknowledges and agrees that, in addition to the other rights of the Secured Party hereunder and under the other Loan Documents, because the Secured Party's remedies at law for failure of the Pledgor to comply with the provisions hereof relating to the Secured Party's rights: (a) to inspect the books and records related to the Patents, Trademarks and Copyrights; (b) to receive the various notifications the Pledgor is required to deliver hereunder; (c) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights; (d) to enforce the provisions hereof pursuant to which the Pledgor has appointed the Secured Party its attorney-in-fact; and (e) to enforce the Secured Party's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, the Pledgor agrees that each such provision hereof may be specifically enforced.

25. Reserved.

26. At any time after the initial execution and delivery of this Agreement to the Secured Party and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgor hereunder and, a new Schedule A hereto shall be provided to the Secured Party with respect to such new Pledgor. No notice of the addition of the Pledgor shall be required to be given to any pre-existing Pledgor and the Pledgor hereby consents thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PLEDGOR:

A.P. DEAUVILLE, LLC

ATTEST

By: _____

Name: _____

Title: _____

[Handwritten signature]

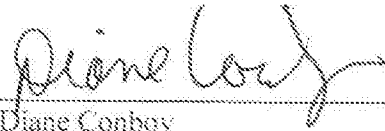
By: _____

Frederick J. Horowitz
Chief Executive Officer

[Handwritten signature]

SECURED PARTY:

M&T BANK

By: 
Name: Diane Conboy
Title: Senior Relationship Manager

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS,
TRADEMARKS, TRADE NAMES AND COPYRIGHTS**

Worldwide Patent Status Report

4/5/20

Registered Owner: A.P. DEAUVILLE, LLC

Country	Ser. No.	Filing date	Pat. No.	Pat. Date	Title
USA	29/392,102	5/17/11	D646,978	11/18/11	BOTTLE
USA	29/593,118	2/6/17	D828,173	9/11/18	BOTTLE
USA	29/613,349	8/9/17	D834,591	12/4/18	ANTIPERSPIRANT BARREL

Registered Owner: A.P. DEAUVILLE, LLC

<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App. #</u> <u>App. Dt</u>	<u>Reg. #</u> <u>Reg. Dt</u>
Anguilla	POWER STICK POWERSTICK	3	2980 4/20/90	2980 5/25/98
Antigua And Barbuda	POWER STICK	3	3110 3/7/90	3110 3/7/90
Antigua And Barbuda	POWER STICK POWERSTICK	3, 5	1950 4/20/90	1950 4/20/00
Argentina	POWER STICK	3	3.248.473 5/23/13	2.617.283 7/23/03
Australia	POWERSTICK POWER STICK	3	534514 5/18/90	534514 5/18/90
Bahamas	POWER STICK	48	3/18/98	20,437 3/18/98
Barbados	POWER STICK	3	81/6000 4/20/93	81/6000 6/26/97
Barbados	POWER STICK	3	81/9969 2/4/98	81/9969 12/9/99
Belize	POWER STICK POWERSTICK	3	8424 4/20/97	8424 2/1/99
Bermuda	POWERSTICK	3	29598 3/25/98	29598 3/25/98

Brazil	POWER STICK	3	815.653.107	815.653.107 8/25/92
Canada	POWER STICK	3	574,416 12/9/86	339802 4/29/88
Cayman Islands	POWER STICK POWERSTICK	3	1425911 10/20/98	1425911 4/20/90
China (People's Republic Of)	POWER STICK	3	556429	556429 6/30/91
China (People's Republic Of)	SOFT WHISPER BY POWER STICK & DESIGN	3	12275775 3/18/13	12275775 8/28/14
Colombia	POWER STICK	3	321345	150.093 11/30/93
Costa Rica	POWER STICK	3	2003-3477 6/6/03	178632 8/12/08
El Salvador	POWER STICK	3	1441/90 7/11/90	82 Book 193 6/10/10
European Union	POWER STICK	3	14449565 8/7/15	014449565 11/26/15
Germany	POWER STICK	3	1 182 710 3/21/90	1 182 710 3/21/90
Grenada	POWER STICK POWERSTICK	3	65/1998 4/20/97	65/1998 4/20/98
Guatemala	POWER STICK	3		64,082 5/1/91
Guyana	POWER STICK	3		13,030A 9/29/89
Honduras	POWER STICK	3	12789-12 4/16/12	122.456 11/19/12
Hong Kong	POWERSTICK POWER STICK	3	3839/90 5/11/90	1992B05224 5/11/90
India	POWERSTICK POWER STICK	3		531610 6/18/90

Iran	POWER STICK	3	139450140001034252	245434
			10/21/15	4/11/16
Iraq	POWER STICK	3	70684	
			9/29/15	
Iraq	POWER STICK	3		
Israel	POWER STICK	3	277253	277253
			8/11/15	3/4/18
Jamaica	POWER STICK	3		23,909
				10/19/89
Japan	POWER STICK	3	2003-546737	2471449
				10/30/92
Japan	POWER STICK	3	2004-017918	4804308
			2/27/04	9/17/04
Jordan	POWER STICK (STYLIZED)	3	143182	143182
			9/10/15	9/10/15
Kenya	POWERSTICK	3		38104
				5/17/90
Malawi	POWERSTICK POWER STICK	3	148/90	MW/TM/1990/00148
			5/21/90	5/21/90
Malaysia	POWERSTICK POWER STICK	3	90/30422	90/03422
			5/29/90	5/29/90
Mexico	POWER STICK	3	532081	772010
			2/11/02	2/11/02
New Zealand	POWERSTICK POWER STICK	3	202022	202022
			5/22/90	5/22/90
Nicaragua	POWER STICK	3	225	23,062 CC
			7/25/90	4/14/93
Panama	POWER STICK	3	60919	60916
			6/9/94	6/9/94
Paraguay	POWER STICK	3	4985/1990	389938
			5/18/90	4/7/03

Peru	POWER STICK	3	617083	86470 8/6/90
Puerto Rico	LADY POWER STICK	3	57331 2/19/02	57331 2/19/02
Puerto Rico	POWER STICK	3	57328 2/19/02	57328 2/19/02
Russian Federation	POWER STICK	3	2014727174 8/13/14	557203 11/12/15
Saint Vincent And The Grenadines	POWER STICK POWERSTICK	3	172 of 1997 4/20/90	172/1997 4/20/90
Saint-Lucia	POWER STICK POWERSTICK	3	TM/1998/000340 4/20/93	TM/1998/000340 4/6/98
Singapore	POWERSTICK POWER STICK	3	T9003365Z 5/11/90	T9003365Z 5/11/90
South Africa	POWER STICK	3	1990/03761 5/15/90	1990/03761 5/15/90
South Korea	POWER STICK	3	90-30120	228025 12/12/91
Sri Lanka	POWER STICK	3	81804 1/22/97	81804 1/22/97
Tanganyika (Tanzania Rep.)	POWERSTICK POWER STICK	3		21229 5/14/90
Thailand	POWER STICK	3	260882 2/24/94	KOR23833 2/24/94
Trinidad And Tobago	POWER STICK POWER STICK	2		19231 8/30/90
Trinidad And Tobago	POWERSTICK	48		19293 9/12/90
Turkey	POWER STICK	3	2015/65435 8/7/15	2015 65435 5/4/16

Turkey	POWERSTICK	3, 5, 21	8/4/93	144646 8/4/93
Uganda	POWERSTICK POWER STICK	3	17192 5/30/90	17192 5/30/90
United Kingdom	POWER STICK POWERSTICK	3	B1425911 4/20/90	UK0001425911B 11/6/92
United States	USA DETERGENTS		87666888	5724670
United States	USA DETERGENTS		87658051	5671672
United States	LADY POWER STICK (STYLIZED)	3	78464297 8/9/04	3027662 12/13/05
United States	POWER STICK	3	73630448 11/17/86	1466857 12/1/87
United States	POWER STICK	3	78825465 2/28/06	3229351 4/17/07
United States	RIPTIDE	3	88178633 11/1/18	5796126 7/2/19
United States	SCREEM	3	77866990 11/6/09	4056863 11/21/11
United States	SOFT WHISPER BY POWER STICK & DESIGN	3	85268690 3/16/11	4145142 5/22/12
United States	SOFT WHISPER BY POWER STICK & DESIGN	3	85297801 4/18/11	4576206 7/29/14
Uruguay	POWER STICK	3		345.660 2/17/93
Venezuela	POWER STICK	3	7737/90 5/14/90	F-158.979 5/24/94

EXHIBIT A

PATENT ASSIGNMENT

WHEREAS, A.P. DEAUVILLE, LLC (the “**Grantor**”) is the owner of the entire right, title and interest in and to the United States patents, patent applications listed on Schedule A attached hereto and made a part hereof, the inventions described therein and all rights associated therewith (collectively, the “**Patent Collateral**”), which are registered in the United States Patent and Trademark Office or which are the subject of pending applications in the United States Patent and Trademark Office; and

WHEREAS, M&T BANK, a New York banking corporation, having a place of business at One M&T Plaza, Buffalo, New York 14203, identified as the “**Secured Party**” under that certain Patent, Trademark and Copyright Security Agreement dated as of April 24, 2020 (the “**Agreement**”) (the “**Grantee**”) is desirous of acquiring said Patent Collateral;

WHEREAS, the Grantee has a security interest in the assets of the Grantor adequate to carry on the business of the Grantor; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, its successors and assigns does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Patent Collateral and all proceeds thereof and all rights and proceeds associated therewith.

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IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment to be executed by its duly authorized officer as of the ____ day of _____ 20____.

A.P. DEAUVILLE, LLC

By: _____

Name: Frederick J. Horowitz

Title: Chief Executive Officer

EXHIBIT B

TRADEMARK ASSIGNMENT

WHEREAS, A.P. DEAUVILLE, LLC (the “**Grantor**”) is the owner of the entire right, title and interest in and to the United States trademarks, trade names and registrations listed on Schedule A attached hereto and made a part hereof (collectively, the “**Trademarks**”), which are registered in the United States Patent and Trademark Office or which are subject of pending applications in the United States Patent and Trademark Office; and

WHEREAS, M&T BANK, a New York banking corporation, having a place of business at One M&T Plaza, Buffalo, New York 14203, identified as the “**Secured Party**” under that certain Patent, Trademark and Copyright Security Agreement dated as of April 24, 2020 (the “**Agreement**”) (the “**Grantee**”) is desirous of acquiring said Trademarks;

WHEREAS, the Grantee has a security interest in the assets of the Grantor adequate to carry on the business of the Grantor; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, for itself and its successors and assigns does hereby collaterally transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks, the goodwill of the business associated with such Trademarks and all proceeds thereof and all rights and proceeds associated therewith.

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer as of the ____ day of _____ 20____.

A.P. DEAUVILLE, LLC

By: _____
Name: Frederick J. Horowitz
Title: Chief Executive Officer

EXHIBIT C

COPYRIGHT ASSIGNMENT

WHEREAS, A.P. DEAUVILLE, LLC (the “**Grantor**”) is the owner of the entire right, title and interest in and to the United States copyrights listed on Schedule A attached hereto and made part hereof (collectively as the “**Copyrights**”) which are registered in the United States Library of Congress, Copyright Office or which are the subject of pending applications in the United States Library of Congress, Copyright Office; and

WHEREAS, M&T BANK, a New York banking corporation, having a place of business at One M&T Plaza, Buffalo, New York 14203, identified as the “**Secured Party**” under that certain Patent, Trademark and Copyright Security Agreement dated as of April 24, 2020 (the “**Agreement**”) (the “**Grantee**”) is desirous of acquiring said Copyrights;

WHEREAS, the Grantee has a security interest in the assets of the Grantor adequate to carry on the business of the Grantor; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, for itself and its successors and assigns does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Copyrights and all proceeds thereof and all goodwill associated therewith.

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IN WITNESS WHEREOF, the undersigned has caused this Copyright Assignment to be executed by its duly authorized officer as of the ____ day of _____ 20____.

A.P. DEAUVILLE, LLC

By: _____

Name: Frederick J. Horowitz

Title: Chief Executive Officer