

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scott's Liquid Gold-Inc.		07/01/2020	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	UMB Bank, n.a.		
Street Address:	333 S. Grand Ave., Suite 2200		
Internal Address:	Attn: Portfolio Manager		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1012758	LIQUID GOLD	
Registration Number:	0949083	SCOTT'S LIQUID GOLD	
Registration Number:	1456031	SCOTT'S LIQUID GOLD	
Registration Number:	5666804	LIQUID GOLD	
Registration Number:	5666422	MENTAR	
Registration Number:	6049685	ONE CLEAN HOME	
Registration Number:	5226806	SCOTT'S LIQUID GOLD	
Registration Number:	1218831	TOUCH OF SCENT	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<i>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.</i>			
Phone:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 43rd Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	13EB-318016		

CH \$215.00 1012758

NAME OF SUBMITTER:	Julie Cravitz
SIGNATURE:	/julie cravitz/
DATE SIGNED:	07/02/2020
Total Attachments: 5 source=Scott's Liquid Gold - Trademark Security Agreement#page1.tif source=Scott's Liquid Gold - Trademark Security Agreement#page2.tif source=Scott's Liquid Gold - Trademark Security Agreement#page3.tif source=Scott's Liquid Gold - Trademark Security Agreement#page4.tif source=Scott's Liquid Gold - Trademark Security Agreement#page5.tif	

SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2020, is made by the entity listed on the signature pages hereof as “Grantor” (“Grantor”), in favor of UMB BANK, N.A. (together with its successors and assigns, “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Security Agreement dated as of July 1, 2020, among SCOTT’S LIQUID GOLD-INC, a Colorado corporation (“SLG”), SLG CHEMICALS, INC., a Colorado corporation (“Chemicals”), and NEOTERIC COSMETICS, INC., a Colorado corporation (“NC”; and together with SLG and Chemicals, collectively, the “Borrowers”), each of the Guarantors from time to time party thereto, and Lender (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”), Lender has agreed, subject to the terms and conditions set forth therein, to make certain loans to Borrowers;

WHEREAS, pursuant to the Loan Agreement, Grantor and the other Borrowers have granted a security interest in certain Collateral (as defined in the Loan Agreement), to secure the payment and performance of all of the Obligations (as defined in the Loan Agreement) (the “Secured Obligations”); and

WHEREAS, Grantor, together with the other grantors party thereto, and Lender have entered into that certain Intellectual Property Security Agreement (Borrowers) dated as of July 1, 2020 (the “IP Security Agreement”), to secure the payment and performance of all of the Secured Obligations; and

WHEREAS, pursuant to the IP Security Agreement Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to make extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Lender as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the IP Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following IP Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds, claims, causes of action, suits, judgments, damages at any time due or payable or asserted under and with respect to any of the foregoing, including, without

limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the IP Security Agreement and the Guarantor Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the IP Security Agreement and the Guarantor Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

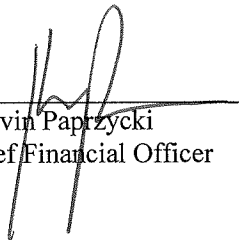
5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. A facsimile or digital copy of this Trademark Security Agreement shall be deemed to be an original thereof.

Governing Law. THIS TRADEMARK SECURITY AGREEMENT, THE INTERPRETATION AND CONSTRUCTION OF THIS TRADEMARK SECURITY AGREEMENT AND OF ANY PROVISION OF THIS TRADEMARK SECURITY AGREEMENT AND OF ANY ISSUE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA NOT INCLUDING CONFLICTS OF LAWS RULES.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SCOTT'S LIQUID GOLD-INC.,
as Grantor

By: 
Name: Kevin Paprzycki
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

UMB BANK, N.A.,
as Lender

By: _____
Name: John D. Watkins
Title: Senior Vice President

UMB Bank, N.A.
333 South Grand Avenue, Suite 2200
Los Angeles, California 90071

(Signature Page to Trademark Security Agreement – Borrowers)

TRADEMARK
REEL: 006989 FRAME: 0690

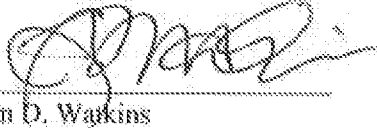
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By: _____
Name: Kevin Paprzycki
Title: Chief Financial Officer

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as of the date first above written:

UMB BANK, N.A.,
as Lender

By: 
Name: John D. Watkins
Title: Senior Vice President

UMB Bank, N.A.
333 South Grand Avenue, Suite 2200
Los Angeles, California 90071

(Signature Page to Trademark Security Agreement - Borrowers)

TRADEMARK
REEL: 006989 FRAME: 0691

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Title	Country	Serial Number	Registration Number	Registration Date
Scott's Liquid Gold, Inc.		United States of America	73003605	1012758	Jun 10 1975
Scott's Liquid Gold, Inc.		United States of America	72392979	0949083	Dec 19 1972
Scott's Liquid Gold, Inc.		United States of America	73643437	1456031	Sep 8 1987
Scott's Liquid Gold, Inc.	LIQUID GOLD	United States of America	88076505	5666804	Jan 29 2019
Scott's Liquid Gold, Inc.	MENTAR	United States of America	87958503	5666422	Jan 29 2019
Scott's Liquid Gold, Inc.	ONE CLEAN HOME	United States of America	88575608	6049685	May 5 2020
Scott's Liquid Gold, Inc.	SCOTT'S LIQUID GOLD	United States of America	87196199	5226806	Jun 20 2017
Scott's Liquid Gold, Inc.	TOUCH OF SCENT	United States of America	73287729	1218831	Dec 7 1982

Trademark Applications

None.

(Schedule I to Trademark Security Agreement – Scott's Liquid Gold-Inc.)

SMRH:4827-7692-1537