# CH \$315.00 49479

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM584563

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Formerly Execution Date E	
Neoteric Cosmetics, 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: 12**

Number	Word Mark			
4947924	Α			
4947926	A ALPHA			
4947925	ALPHA			
2504805	ALPHA HYDROX			
0953248	DENOREX			
3422463	DENOREX			
1808300	NEOTERIC			
2458648	NEOTERIC DIABETIC SKIN CARE			
3120650	PRELL			
0952865	ZINCON			
2391377	TRIOXYGENC			
2414864	ALPHA HYDROX			
	4947924 4947926 4947925 2504805 0953248 3422463 1808300 2458648 3120650 0952865 2391377			

## **CORRESPONDENCE DATA**

**Fax Number:** 2134432926

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:** 213-617-5493

**Email:** jcravitz@sheppardmullin.com

TRADEMARK REEL: 006989 FRAME: 0693

900556995

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
NAME OF SUBMITTER:	Julie Cravitz
SIGNATURE:	/julie cravitz/
DATE SIGNED:	07/02/2020

# **Total Attachments: 5**

source=Neoteric Cosmetics - Trademark Security Agreement#page1.tif source=Neoteric Cosmetics - Trademark Security Agreement#page2.tif source=Neoteric Cosmetics - Trademark Security Agreement#page3.tif source=Neoteric Cosmetics - Trademark Security Agreement#page4.tif source=Neoteric Cosmetics - 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").

### WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement dated as of July 1, 2020, among SCOTT'S LIQUID GOLD-INC, a Colorado corporation ("<u>SLG</u>"), SLG CHEMICALS, INC., a Colorado corporation ("<u>Chemicals</u>"), and NEOTERIC COSMETICS, INC., a Colorado corporation ("<u>NC</u>"; and together with SLG and Chemicals, collectively, the "<u>Borrowers</u>"), each of the Guarantors from time to time party thereto, and Lender (as amended, supplemented or otherwise modified from time to time, the "<u>Loan Agreement</u>"), 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 "<u>IP Security</u> 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. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the IP Security Agreement.
- 2. <u>Grant of Security Interest in Trademark Collateral</u>. 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 "<u>Trademark Collateral</u>"):
- (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 <u>Schedule 1</u> 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. <u>Guaranty and Security Agreement</u>. 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. <u>Grantor Remains Liable</u>. 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. <u>Counterparts</u>. 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]

SMRH:4834-1761-0945 -2-

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.

**NEOTERIC COSMETICS, 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)

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.

> NEOTERIC COSMETICS, 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

Name: John D. Wakkins 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)

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations**

Owner	Title	Country	Serial Number	Registration Number	Registration Date
Neoteric Cosmetics, Inc.		United States of America	86649901	4947924	Apr 26 2016
Neoteric Cosmetics, Inc.	ALPHA	United States of America	86649926	4947926	Apr 26 2016
Neoteric Cosmetics, Inc.	ALPHA	United States of America	86649912	4947925	Apr 26 2016
Neoteric Cosmetics, Inc.	ALPHA HYDROX	United States of America	74189267	2504805	Nov 6 2001
Neoteric Cosmetics, Inc.	DENOREX	United States of America	72406700	0953248	Feb 13 1973
Neoteric Cosmetics, Inc.	DENOREX	United States of America	77262518	3422463	May 6 2008
Neoteric Cosmetics, Inc.	NEOTERIC	United States of America	74/195,669	1,808,300	Nov 30 1993
Neoteric Cosmetics, Inc.	NEOTERIC DIABETIC SKIN CARE	United States of America	75892976	2458648	Jun 5 2001
Neoteric Cosmetics, Inc.	PRELL	United States of America	78692485	3120650	Jul 25 2006
Neoteric Cosmetics, Inc.	ZINCON	United States of America	72406839	0952865	Feb 6 1973
Neoteric Cosmetics, Inc.	TRIOXYGENC	United States of America	75739295	2391377	Oct 3 2000
Neoteric Cosmetics, Inc.	ALPHA HYDROX	United States of America	74609245	2414864	Dec 26 2000

# **Trademark Applications**

None.

(Schedule I to Trademark Security Agreement – Neoteric Cosmetics, Inc.)

SMRH:4834-1761-0945

**RECORDED: 07/02/2020**