

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593548

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LIL' DRUG STORE PRODUCTS, INC.		08/21/2020	Corporation: IOWA
MECHANICAL SERVANTS LLC		08/21/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	THE NORTHERN TRUST COMPANY
Street Address:	50 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Illinois banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	88754504	NUFI
Serial Number:	87761663	NICOTAC
Serial Number:	87215975	LIL' NECESSITIES
Serial Number:	87215946	LIL' NECESSITIES
Serial Number:	87042836	THE ORIGINAL LIL' DRUG STORE
Serial Number:	86894275	NICOTAC
Serial Number:	86878641	BETTER SELECTIONS SNACK MARKET
Serial Number:	86555441	LIL' DRUG
Serial Number:	85644375	NODOZ
Serial Number:	85557692	EZ BINS
Serial Number:	85413816	NODOZ
Serial Number:	85589051	ORANGE
Serial Number:	85436073	NODOZ ENERGY SHOTS
Serial Number:	85872955	JUST WHAT YOU NEED
Serial Number:	78314590	TAKE2
Serial Number:	78180621	TAKE 2
Serial Number:	77697053	LIL' DRUG STORE

CH \$865.00 88754504

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77693912	LIL' DRUG STORE PRODUCTS
Serial Number:	77697078	LIL' AUTO STORE
Serial Number:	77091769	NOSNOOZE
Serial Number:	74537539	LIL' DRUG STORE
Serial Number:	74536383	TAKE2
Serial Number:	74645022	LIL' AUTO STORE
Serial Number:	74236807	LIL' AUTO STORE
Serial Number:	73440846	LIL' DRUG STORE
Serial Number:	73441065	LIL' DRUG STORE
Serial Number:	73832107	LIL' AUTO STORE
Serial Number:	73771690	
Serial Number:	72194027	NODOZ
Serial Number:	87885778	DRIHEAD
Serial Number:	78358429	CONVENIENCE VALET CV
Serial Number:	75381043	CONVENIENCE VALET
Serial Number:	78017531	MECHANICAL SERVANTS
Serial Number:	88606605	INSTEAD

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: 3127018637
Email: IPDocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	20652662
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	08/23/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 21, 2020 (as amended, supplemented, amended and restated or otherwise modified from time to time, this “Agreement”), is made by LIL’ DRUG STORE PRODUCTS, INC., a corporation organized under the law of the State of Iowa (“LDS”), and MECHANICAL SERVANTS LLC, a limited liability company organized under the law of the State of Delaware (“MS” and together with LDS, individually and collectively, the “Debtor”), in favor of THE NORTHERN TRUST COMPANY, an Illinois banking corporation (together with any successor, assign or subsequent holder, acting both for itself and as collateral agent for any “Secured Party Affiliate”, referred to as “Secured Party”).

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of August 21, 2020 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), among the Debtor and the Secured Party, the Secured Party has extended Commitments to make Loans to the Debtor;

WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered an Amended and Restated Security Agreement, dated as of August 21, 2020, amends, restates and replaces, but does not novate, the Security Agreement, dated as of May 26, 2017, (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (b) of Section 2 of the Security Agreement, the Debtor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Debtor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees, for the benefit of the Secured Party and any Secured Party Affiliate, 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the Obligations, the Debtor hereby grants to Secured Party a continuing security interest in, for its benefit and the ratable benefit of each other Security Interest Beneficiary, and hereby grants to the Secured Party and any Secured Party Affiliate, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Debtor (the “Trademark Collateral”):

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademark”);

(b) all Trademark licenses for the grant by or to the Debtor of any right to use any Trademark;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit and any Secured Party Affiliate under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and any Secured Party Affiliate thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the termination of the Security Agreement, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Secured Party will, at the Debtor’s sole expense, deliver to the Debtor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Secured Party hereunder, and execute and deliver to the Debtor such Documents as the Debtor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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.

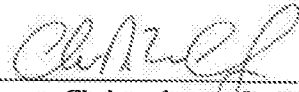
SECTION 6. Credit Document. This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Section 1.4 thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

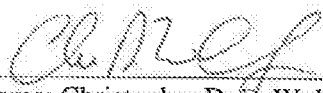
* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

LIL' DRUG STORE PRODUCTS, INC.

By: 
Name: Christopher D. DeWolf
Title: President and Chief Executive Officer

MECHANICAL SERVANTS LLC

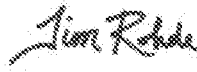
By: 
Name: Christopher D. DeWolf
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

737982122

TRADEMARK
REEL: 007031 FRAME: 0719

THE NORTHERN TRUST COMPANY,
as Secured Party



By: _____
Name: Tim Rohde
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Country	Application No.	Registration No.	Trademark	Owner
United States	88754504		NUFI	Lil' Drug Store Products, Inc.
United States	87761663	5545557	NICOTAC	Lil' Drug Store Products, Inc.
United States	87215975	5217537	LIL' NECESSITIES	Lil' Drug Store Products, Inc.
United States	87215946	5217536	LIL' NECESSITIES	Lil' Drug Store Products, Inc.
United States	87042836	5118546	THE ORIGINAL LIL' DRUG STORE	Lil' Drug Store Products, Inc.
United States	86894275	5686515	NICOTAC	Lil' Drug Store Products, Inc.
United States	86878641	5220045	BETTER SELECTIONS SNACK MARKET	Lil' Drug Store Products, Inc.
United States	86555441	4840518	LIL' DRUG	Lil' Drug Store Products, Inc.
United States	85644375	4498772	NODOZ	Lil' Drug Store Products, Inc.
United States	85557692	4241149	EZ BINS	Lil' Drug Store Products, Inc.
United States	85413816	4121899	NODOZ	Lil' Drug Store Products, Inc.
United States	85589051	4491686	ORANGE	Lil' Drug Store Products, Inc.
United States	85436073	4488870	NODOZ ENERGY SHOTS	Lil' Drug Store Products, Inc.
United States	85872955	4548815	JUST WHAT YOU NEED	Lil' Drug Store Products, Inc.
United States	78314590	2886729	TAKE2	Lil' Drug Store Products, Inc.
United States	78180621	2877051	TAKE 2	Lil' Drug Store Products, Inc.
United States	77697053	3785977	LIL' DRUG STORE	Lil' Drug Store Products, Inc.
United States	77693912	3785968	LIL' DRUG STORE PRODUCTS	Lil' Drug Store Products, Inc.
United States	77697078	4222172	LIL' AUTO STORE	Lil' Drug Store Products, Inc.
United States	77091769	3363016	NOSNOOZE	Lil' Drug Store Products, Inc.
United States	74537539	1934934	LIL' DRUG STORE	Lil' Drug Store Products, Inc.
United States	74536383	1993921	TAKE2	Lil' Drug Store Products, Inc.
United States	74645022	1964049	LIL' AUTO STORE	Lil' Drug Store Products, Inc.
United States	74236807	1739583	LIL' AUTO STORE	Lil' Drug Store Products, Inc.
United States	73440846	1296316	LIL' DRUG STORE	Lil' Drug Store Products, Inc.

States				Inc.
United States	73441065	1296318	LIL' DRUG STORE	Lil' Drug Store Products, Inc.
United States	73832107	1597467	LIL' AUTO STORE	Lil' Drug Store Products, Inc.
United States	73771690	1644422	(Design only)	Lil' Drug Store Products, Inc.
United States	72194027	0792839	NODOZ	Lil' Drug Store Products, Inc.
United States	87885778	5622208	DRIHEAD and design	Mechanical Servants LLC
Canada		TMA842165	CV CONVENIENCE VALET and design	Mechanical Servants LLC
Canada		TMA842166	CONVENIENCE VALET	Mechanical Servants LLC
United States	78358429	3187902	CONVENIENCE VALET CV and design	Mechanical Servants LLC
United States	75381043	2230339	CONVENIENCE VALET	Mechanical Servants LLC
United States	78017531	2596026	MECHANICAL SERVANTS	Mechanical Servants LLC
United States	88606605		INSTEAD	Mechanical Servants LLC