

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Miracle Brands, LLC		09/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sunflower Bank, N.A		
Street Address:	1573 Market Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4988016	CLEAN KICKS	
Registration Number:	5195043	HARDCORE PRODUCTS	
Registration Number:	5662170	MIRACLE BRANDS	
Registration Number:	6025139	MIRACLE BRANDS	
Registration Number:	6025155	MIRACLE SPRAY	
Registration Number:	5833730	MIRACLE WIPES	
Registration Number:	6025138	MIRACLE SPRAY	
Registration Number:	5208295	MIRACLEWIPES	
Serial Number:	88802376	MIRA BRIGHT	
Serial Number:	88884395	MIRACLE BRANDS	
Serial Number:	88884415	MIRACLE BRANDS	
Serial Number:	88884420	MIRACLE BRANDS	
Serial Number:	88857473	MIRACLECORD	
Serial Number:	88884376	SENSE AND DISPENSE	
Serial Number:	88884381	SENSE AND DISPENSE	
Serial Number:	88884406	MIRACLE BRANDS	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

CH \$415.00 4988016

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3032231100
Email: DNTrademarkDocket@bhfs.com
Correspondent Name: Andrea M. LaFrance
Address Line 1: 410 Seventeenth Street, Suite 2200
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER:	Andrea M. LaFrance
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SIGNATURE:	/Andrea M. LaFrance/
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DATE SIGNED:	09/18/2020
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 17, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**IP Security Agreement**”), is made by MIRACLE BRANDS, LLC, Delaware limited liability company (the “**Grantor**”), in favor of SUNFLOWER BANK, N.A., a national banking association (together with its successor and assigns and in its capacity as administrative agent for the Lenders (as defined below), the “**Lender**”).

WHEREAS, pursuant to the Loan and Security Agreement, dated as of the date hereof, by and among the Grantor and the Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Loan Agreement, as amended.

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to the Lender, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including all of the Grantor’s copyrights, trademarks, and patents, as applicable, and has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of its copyrights, trademarks, and patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Lender, as follows:

1. Grant of Security. The Grantor hereby grants to the Lender, a security interest in all of the Grantor’s right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all intellectual property identified in Schedule 1 and the goodwill of the business connected with the use of, and symbolized by, each such intellectual property; and

(b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in (a) above, and all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above.

2. Recordation. The Grantor authorizes the Lender to request that the Register of Copyrights, the Commissioner for Patents or the Commissioner for Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. Section 9.7 of the Loan Agreement is incorporated *mutatis mutandis*.

5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement, as applicable, shall govern.

6. Notice. Section 9.16 of the Loan Agreement is incorporated *mutatis mutandis*.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

BORROWER:

MIRACLE BRANDS, LLC,
a Delaware limited liability company

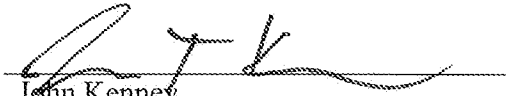
By: 
Name: James K. Dall
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007056 FRAME: 0190

LENDER:

SUNFLOWER BANK, N.A.

By: 
Name: John Kenney
Title: Vice President



SCHEDULE 1


Intellectual Property

Patents and Patent Applications

Title	Country	Application No. & Filing Date	Patent No. & Issue Date
Liquid Dispenser	United States of America	16990344 August 11, 2020	N/A – Pending application under examination

U.S. Trademarks

Mark	Serial No./ Reg. No.	Jurisdiction	Filed	Reg. Date	Class and Description of Goods Covered	Owner of Record	Status
CLEAN KICKS	86793679 4988016	USA	October 20, 2015	June 28, 2016	Class 3; Disposable wipes impregnated with cleansing compounds for use on shoes; Wipes impregnated with a cleaning preparation	Miracle Brands, LLC	Registered
HARDCORE PRODUCTS	87167113 5195043	USA	September 10, 2016	May 2, 2017	Class 3; Disposable wipes impregnated with cleansing compounds for use on hands, surfaces, tools	Miracle Brands, LLC	Registered
	87425658 5662170	USA	April 26, 2017	January 22, 2019	Class 3; De-greasing and cleaning preparations and agents for household and automotive use; Disposable wipes impregnated with de-greasing and cleaning agents for household and automotive use	Miracle Brands, LLC	Registered
MIRACLE BRANDS	88268382 6025139	USA	January 19, 2019	March 31, 2020	Class 3; De-greasing and cleaning preparations and agents for household and automotive use; Disposable wipes impregnated with de-greasing and cleaning agents for household and automotive use	Miracle Brands, LLC	Registered
	88273060 6025155	USA	January 23, 2019	March 31, 2020	Class 3; De-greasing and cleaning preparations and agents for use with paint and for household and automotive use, namely, for use on hands, surfaces, tools and automotive and machinery parts, none of the foregoing for use in manufacturing processes	Miracle Brands, LLC	Registered

	88273085 5833730	USA	January 23, 2019	August 13, 2019	Class 3; Disposable wipes impregnated with cleansing compounds for use on hands, surfaces, tools and automotive and machinery parts	Miracle Brands, LLC	Registered
MIRACLESPRAY	88268380 6025138	USA	January 19, 2019	March 31, 2020	Class 3; De-greasing and cleaning preparations and agents for use with paint and for household and automotive use, namely, for use on hands, surfaces, tools and automotive and machinery parts, none of the foregoing for use in manufacturing processes	Miracle Brands, LLC	Registered
MIRACLEWIPES	87167119 5208295	USA	September 10, 2016	May 23, 2017	Class 3; Disposable wipes impregnated with cleansing compounds for use on hands, surfaces, tools and automotive and machinery parts	Miracle Brands, LLC	Registered

Pending U.S. Trademark Applications

Serial Number	Filing Date	Applicant	Mark
App No. 88802376	February 19, 2020	Miracle Brands, LLC	MIRA BRIGHT
App No. 88884395	April 23, 2020	Miracle Brands, LLC	MIRACLE BRANDS
App No. 88884406	April 23, 2020	Miracle Brands, LLC	MIRACLE BRANDS
App No. 88884415	April 23, 2020	Miracle Brands, LLC	
App No. 88884420	April 23, 2020	Miracle Brands, LLC	
App No. 88857473	April 2, 2020	Miracle Brands, LLC	MIRACLECORD
App No. 88884376	April 23, 2020	Miracle Brands, LLC	SENSE AND DISPENSE
APP No. 88884381	April 23, 2020	Miracle Brands, LLC	SENSE AND DISPENSE