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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM623297

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ECO INSECT SOLUTIONS, LLC		01/29/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark		
Registration Number:	4841684	BYE BYE		
Registration Number:	3895895	BYE BYE ODOR		
Registration Number:	2752021	FLY PREDATORS		
Registration Number:	6236466	SPALDING LABORATORIES		
Registration Number:	3416177	THE LITTLE BUGS THAT DO A BIG JOB		

CORRESPONDENCE DATA

Fax Number: 2123099507

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: 2128016488
Email: chius@gtlaw.com

Correspondent Name: Greenberg Traurig, LLP, Attn: Sandy Chiu

Address Line 1: 200 Park Ave 38th Floor
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	123042.012900
NAME OF SUBMITTER:	Sandy Chiu
SIGNATURE:	/Sandy Chiu/
DATE SIGNED:	01/29/2021

TRADEMARK REEL: 007174 FRAME: 0318

Total Attachments: 6

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TRADEMARK REEL: 007174 FRAME: 0319

TRADEMARK SECURITY AGREEMENT

January 29, 2021

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is executed by the undersigned ("Grantor") as of the date set forth above for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the "Administrative Agent"), in connection with a Guaranty and Collateral Agreement dated as of December 31, 2020, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), to which Grantor became a party by way of that certain Joinder Agreement, dated as of the date hereof. Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in <u>Schedule 1</u>, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

TRADEMARK REEL: 007174 FRAME: 0320 This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

"Trademarks" means (a) all trademarks, trade names, corporate names, Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

The Grantor authorizes the Administrative Agent to file this Agreement with the United States Patent and Trademark Office and any applicable foreign agency for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor and requests that the Commissioner of Trademarks and any other applicable government officer record this Agreement.

[Signature pages follow]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

ECO INSECT SOLUTIONS, LLC, a Delaware limited liability company, as a Grantor

By:

Docusigned by:

Jim Tubrouk

Name: Järnes P. Ten Broek Title: Vice President Acknowledged:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent

By:

Name: Matthew J. Bernstein

Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARK COLLATERAL

[See attached.]

REEL: 007174 FRAME: 0324

Trademark Collateral

Jurisdiction	Trademark	Application No.	Filing Date	Registration No.	Registration
Australia	DVE DVE NICECTO	1010620	12 A 2019	1919630	Date 12 Apr. 2019
Brazil	BYE BYE INSECTS BYE BYE INSECTS (&	1919630 914498142	12-Apr-2018 12-Apr-2018	1919030	12-Apr-2018
Біалі	Design) (For Humans)	714470142	12-Арт-2016		
Canada	BYE BYE INSECTS	1,892,948	10-Apr-2018	-	_
European	BYE BYE INSECTS (&	17901071	16-May-2018	17901071	13-Sep-2018
Union	Design) (For Humans)				(registration effective 16- May-2018)
UK	BYE BYE INSECTS (& Design) (For Humans)	UK00917901071	16-May-2018	UK00917901071	13-Sep-2018 (registration effective 16- May-2018)
US	BYE BYE	85721550	5-Sep-2012	4841684	27-Oct-2015
US	BYE BYE INSECTS	87643649	12-Oct-2017	-	-
US	BYE BYE INSECTS (and Design)	87922201	15-May-2018	-	-
US	BYE BYE ODOR	77644442	6-Jan-2009	3895895	28-Dec-2010
US	FLY PREDATORS	76370264	12-Feb-2002	2752021	19-Aug-2003
US	SPALDING LABORATORIES	88668989	25-Oct-2019	6236466	5-Jan-2021
US	THE LITTLE BUGS THAT DO A BIG JOB	78925126	8-Jul-2006	3416177	22-Apr-2008

TRADEMARK
RECORDED: 01/29/2021 REEL: 007174 FRAME: 0325