

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653488

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RADIENZ LIVING, LLC	FORMERLY NEW U.S. NONWOVENS, LLC	06/11/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SJC DLF III-Q, LLC, AS COLLATERAL AGENT
Street Address:	1700 EAST PUTNAM AVENUE, SUITE 207
Internal Address:	C/O CZECH ASSET MANAGEMENT L.P.
City:	OLD GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06870
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5734336	BLACKBLEACH
Registration Number:	5033269	BLOOM BABY
Registration Number:	5038067	BLOOM BABY
Registration Number:	3616463	BREEZE
Registration Number:	3134342	BREEZY
Registration Number:	5136742	BREEZY
Registration Number:	645230	DYNAMO
Registration Number:	139710	FAB
Registration Number:	4309156	FAB
Registration Number:	736986	FINAL TOUCH
Registration Number:	1582173	FINAL TOUCH
Registration Number:	4441481	FRESH EXPRESSIONS
Registration Number:	2586623	HUSHABLES
Registration Number:	2527208	OXYDOL
Registration Number:	4441503	PROPAX
Registration Number:	2505418	RAIN FOREST
Registration Number:	2887472	SPRING MAGIC
Registration Number:	4960495	SUN SHOWER FRESH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2646593	WATERFALL FRESH
Serial Number:	90285010	REDI WIPES

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	85489.002
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	06/11/2021

Total Attachments: 3

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ASSIGNMENT FOR SECURITY -- TRADEMARKS

June 11, 2021

WHEREAS, Radienz Living, LLC, a Delaware limited liability company (formerly known as New U.S. Nonwovens, LLC) (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks may be registered or applied for in the United States Patent and Trademark Office, the Canadian Intellectual Property Office, and in other countries (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of August 16, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of SJC DLF III-Q, LLC as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

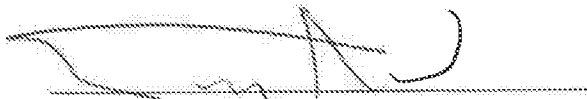
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. This Assignment for Security shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

RADIENZ LIVING, LLC

By:



Name: Mike Perda

Title: Chief Financial Officer

[Assignment for Security -- Trademarks (Radienz Living)]

TRADEMARK
REEL: 007324 FRAME: 0416

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

<u>Assignor</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Registration or Filing Date</u>
RADIENZ LIVING, LLC	U.S.	BLACKBLEACH	5,734,336	04/23/2019
	U.S.	BLOOM BABY	5,033,269	08/30/2016
	U.S.	BLOOM BABY (STYLIZED) & DESIGN	5,038,067	09/06/2016
	U.S.	BREEZE	3,616,463	05/05/2009
	U.S.	BREEZY	3,134,342	08/22/2006
	U.S.	BREEZY	5,136,742	02/07/2017
	U.S.	DYNAMO	645,230	05/07/1957
	U.S.	FAB	139,710	02/15/1921
	U.S.	FAB	4,309,156	03/26/2013
	U.S.	FINAL TOUCH	736,986	09/04/1962
	U.S.	FINAL TOUCH	1,582,173	02/13/1990
	U.S.	FRESH EXPRESSIONS	4,441,481	11/26/2013
	U.S.	HUSHABLES	2,586,623	06/25/2002
	U.S.	OXYDOL	2,527,208	01/08/2002
	U.S.	PROPAX	4,441,503	11/26/2013
	U.S.	RAIN FOREST	2,505,418	11/06/2001
	U.S.	SPRING MAGIC	2,887,472	09/21/2004
	U.S.	SUN SHOWER FRESH	4,960,495	05/17/2016
	U.S.	WATERFALL FRESH	2,646,593	11/05/2002
	U.S.	REDI WIPES	90285010	10/28/2020