

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659768

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHICAGO AEROSOL, LLC		07/07/2021	Limited Liability Company: DELAWARE
CAMIE CAMPBELL, INC.		07/07/2021	Corporation: MISSOURI
CLAIRE-SPRAYWAY, INC.		07/07/2021	Corporation: DELAWARE
FOLLMER DEVELOPMENT, INC.		07/07/2021	Corporation: CALIFORNIA
MAID BRANDS, INC.		07/07/2021	Corporation: MISSOURI
MANSFIELD-KING LLC		07/07/2021	Limited Liability Company: DELAWARE
PAR-WAY GROUP, INC.		07/07/2021	Corporation: MISSOURI
THE PENRAY COMPANIES, INC.		07/07/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ANKURA TRUST COMPANY, LLC
Street Address:	140 Sherman Street, 4th Floor
City:	Fairfield
State/Country:	CONNECTICUT
Postal Code:	06824
Entity Type:	Limited Liability Company: NEW HAMPSHIRE

PROPERTY NUMBERS Total: 84

Property Type	Number	Word Mark
Serial Number:	76324740	COOK TOP
Serial Number:	74223198	ELCO
Serial Number:	76528043	ELCO
Serial Number:	73199889	ELCO
Serial Number:	76528045	ELCO
Serial Number:	74403715	CAMIE
Serial Number:	74403718	CAMIE
Serial Number:	72780862	CAMIE
Serial Number:	74403716	CAMIE
Serial Number:	74403717	CAMIE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	73132087	CLAIRE
Serial Number:	72197083	CLAIRE
Serial Number:	72130836	CRAZY CLEAN
Serial Number:	78825190	
Serial Number:	78884616	DON'T LET THE BED BUGS BITE!
Serial Number:	72190873	DUST UP
Serial Number:	75022153	GLEME
Serial Number:	78876392	GOOD NIGHT
Serial Number:	72130402	MISTER JINX
Serial Number:	72022977	SPRAY WAY
Serial Number:	73314111	SPRAYWAY
Serial Number:	73314102	SPRAYWAY
Serial Number:	73314103	SPRAYWAY
Serial Number:	72012994	SPRAYWAY
Serial Number:	71619555	SPRAYWAY
Serial Number:	78974386	SPRAYWAY
Serial Number:	74447669	THE WORLD'S BEST GLASS CLEANER
Serial Number:	88197567	AIR PRESSURE TECHNOLOGY
Serial Number:	74556916	NATURALLY CLEAR
Serial Number:	86652875	NATURALLY LITE
Serial Number:	86402167	PURE & SIMPLE
Serial Number:	86054143	READY SHINE
Serial Number:	86054202	SAFE & SIMPLE
Serial Number:	76357494	CARPET MAID
Serial Number:	85226576	FRESH HOUSE
Serial Number:	85430840	HAWAIIAN FRESH
Serial Number:	85429622	HAWAIIAN MIST
Serial Number:	78352506	HEAVY WEIGHT
Serial Number:	76357495	MAID BRANDS
Serial Number:	77183791	WOODSMAN
Serial Number:	77644150	MANSFIELD-KING
Serial Number:	75313064	BAKE-SHEEN
Serial Number:	75095015	BENTON LANE
Serial Number:	76309340	
Serial Number:	73692138	GARLIC-MIST
Serial Number:	75635299	HEARTLAND MIST
Serial Number:	75635298	KLENE-KOTE
Serial Number:	73724073	OLIVE-MIST

Property Type	Number	Word Mark
Serial Number:	73702317	PURICIT
Serial Number:	76371956	SARAGOSA
Serial Number:	73019038	VEGALENE
Serial Number:	73702315	TRYSON GOLD
Serial Number:	73702320	BAK-KLENE
Serial Number:	73702313	WAFFLE-OFF
Serial Number:	73731197	
Serial Number:	74020027	BUTTERY DELITE
Serial Number:	73168355	PRIME AND CURE
Serial Number:	73324481	COOL-TEC
Serial Number:	75729081	FILL-FOR-LIFE
Serial Number:	77126114	FILL-FOR-LIFE
Serial Number:	86311597	FUEL PREP
Serial Number:	75027587	HAFI
Serial Number:	74294331	NEED-RELEASE
Serial Number:	85893025	P
Serial Number:	85893013	P
Serial Number:	85893001	P
Serial Number:	85893032	P
Serial Number:	85893040	P
Serial Number:	74704437	PENCOOL
Serial Number:	90227060	PENRAY
Serial Number:	73331797	PENRAY
Serial Number:	73331798	PENRAY
Serial Number:	73402621	PENRAY
Serial Number:	74506702	PENRAY
Serial Number:	86313491	POW-R 365
Serial Number:	77051772	POW-R PERFORMANCE
Serial Number:	73556332	STABIL-AID
Serial Number:	74352110	SUPER-X
Serial Number:	74352111	SUPER-X
Serial Number:	74352112	SUPER-X
Serial Number:	87609929	TOUGH MAX
Serial Number:	73519204	WINTER POW-R PLUS
Serial Number:	75688623	WINTER THAW
Serial Number:	72073970	WRENCH-EZE

CORRESPONDENCE DATA

TRADEMARK
REEL: 007353 FRAME: 0943

Fax Number: 6508385109

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: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: AUSTIN GROSSFELD

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	42619-5
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NAME OF SUBMITTER:	AUSTIN GROSSFELD
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SIGNATURE:	/AUSTIN GROSSFELD/
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DATE SIGNED:	07/13/2021
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Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 7, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of Ankura Trust Company, LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of July 7, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantors granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues therefrom under any applicable federal law):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in *connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”)*, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for any past, present and future infringements, dilutions, misappropriations or other violations thereof,

(iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance in full of the Secured Obligations (other than any outstanding indemnification obligations), as provided in the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein, as provided in the Security Agreement.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHICAGO AEROSOL, LLC

By: Kevin Rule
Name: Kevin Rule
Title: Chief Financial Officer

CAMIE CAMPBELL, INC.

By: Kevin Rule
Name: Kevin Rule
Title: Chief Financial Officer

CLAIRE-SPRAYWAY, INC.

By: Kevin Rule
Name: Kevin Rule
Title: Chief Financial Officer

FOLLMER DEVELOPMENT, INC.

By: Kevin Rule
Name: Kevin Rule
Title: Chief Financial Officer

MAID BRANDS, INC.

By: Kevin Rule
Name: Kevin Rule
Title: Chief Financial Officer

MANSFIELD-KING LLC

By: Kevin Rule
Name: Kevin Rule
Title: Chief Financial Officer

PAR-WAY GROUP, INC.

By: Kevin Rule
Name: Kevin Rule
Title: Chief Financial Officer

THE PENRAY COMPANIES, INC.

By: Kevin Rule

Name: Kevin Rule

Title: Chief Financial Officer

ANKURA TRUST COMPANY, LLC,

as Collateral Agent


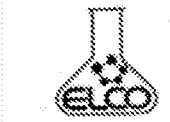


By: Beth Micena




Name: Beth Micena



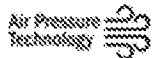
Title: Senior Director

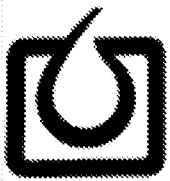
SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT





TRADEMARK REGISTRATIONS AND APPLICATIONS



Trademark	Application/Registration Number	Owner
COOK TOP and Design 	RN: 2612556 SN: 76324740	Ca Acquisition, LLC, Dba Chicago Aerosol [Chicago Aerosol, LLC]
ELCO	RN: 1760909 SN: 74223198	Ca Acquisition, LLC, Dba Chicago Aerosol [Chicago Aerosol, LLC]
ELCO	RN: 2878767 SN: 76528043	Ca Acquisition, LLC, Dba Chicago Aerosol [Chicago Aerosol, LLC]
ELCO and Design 	RN: 1244049 SN: 73199889	Ca Acquisition, LLC, Dba Chicago Aerosol [Chicago Aerosol, LLC]
ELCO and Design 	RN: 2878768 SN: 76528045	Ca Acquisition, LLC, Dba Chicago Aerosol [Chicago Aerosol, LLC]
CAMIE	RN: 1837608 SN: 74403715	Camie Campbell, Inc.
CAMIE	RN: 1837648 SN: 74403718	Camie Campbell, Inc.
CAMIE	RN: 0780862 SN: 72780862	Camie Campbell, Inc.
CAMIE & Design 	RN: 1837609 SN: 74403716	Camie Campbell, Inc.

Trademark	Application/Registration Number	Owner
CAMIE & Design 	RN: 1837647 SN: 74403717	Camie Campbell, Inc.
CLAIRE	RN: 1095631 SN: 73132087	Claire-Sprayway, Inc.
CLAIRE and Design 	RN: 0814230 SN: 72197083	Claire-Sprayway, Inc.
CRAZY CLEAN	RN: 0735801 SN: 72130836	Claire-Sprayway, Inc.
Design Only 	RN: 3193586 SN: 78825190	Claire-Sprayway, Inc.
DON'T LET THE BED BUGS BITE!	RN: 3363656 SN: 78884616	Claire-Sprayway, Inc.
DUST UP	RN: 0817210 SN: 72190873	Claire-Sprayway, Inc.
GLEME	RN: 2017527 SN: 75022153	Claire-Sprayway, Inc.
GOOD NIGHT	RN: 3416069 SN: 78876392	Claire-Sprayway, Inc.
MISTER JINX	RN: 0735050 SN: 72130402	Claire-Sprayway, Inc.
SPRAY WAY	RN: 0651908 SN: 72022977	Claire-Sprayway, Inc.
SPRAYWAY	RN: 1225641 SN: 73314111	Claire-Sprayway, Inc.

Trademark	Application/Registration Number	Owner
SPRAYWAY	RN: 1237932 SN: 73314102	Claire-Sprayway, Inc.
SPRAYWAY	RN: 1196614 SN: 73314103	Claire-Sprayway, Inc.
SPRAYWAY	RN: 0662917 SN: 72012994	Claire-Sprayway, Inc.
SPRAYWAY (Stylized) Sprayway	RN: 0573409 SN: 71619555	Claire-Sprayway, Inc.
SPRAYWAY and Design 	RN: 3516551 SN: 78974386	Claire-Sprayway, Inc.
THE WORLD'S BEST GLASS CLEANER and Design 	RN: 1881769 SN: 74447669	Claire-Sprayway, Inc.
AIR PRESSURE TECHNOLOGY and Design 	RN: 5841239 SN: 88197567	Follmer Development, Inc.
NATURALLY CLEAR	RN: 2003484 SN: 74556916	Follmer Development, Inc.
NATURALLY LITE	RN: 4901030 SN: 86652875	Follmer Development, Inc.
PURE & SIMPLE	RN: 4742971 SN: 86402167	Follmer Development, Inc.
READY SHINE	RN: 4650123 SN: 86054143	Follmer Development, Inc.
SAFE & SIMPLE	RN: 4650124 SN: 86054202	Follmer Development, Inc.
CARPET MAID	RN: 2773997 SN: 76357494	Maid Brands, Inc.
FRESH HOUSE	RN: 4071931 SN: 85226576	Maid Brands, Inc.

Trademark	Application/Registration Number	Owner
HAWAIIAN FRESH	RN: 4215334 SN: 85430840	Maid Brands, Inc.
HAWAIIAN MIST	RN: 4232572 SN: 85429622	Maid Brands, Inc.
HEAVY WEIGHT	RN: 3005037 SN: 78352506	Maid Brands, Inc.
MAID BRANDS	RN: 2818013 SN: 76357495	Maid Brands, Inc.
WOODSMAN	RN: 3372345 SN: 77183791	Maid Brands, Inc.
MANSFIELD-KING	RN: 3748409 SN: 77644150	Mansfield-King LLC
BAKE-SHEEN	RN: 2156966 SN: 75313064	Par-Way Group, Inc.
BENTON LANE	RN: 2102266 SN: 75095015	Par-Way Group, Inc.
Design Only 	RN: 2597866 SN: 76309340	Par-Way Group, Inc.
GARLIC-MIST	RN: 1501495 SN: 73692138	Par-Way Group, Inc.
HEARTLAND MIST	RN: 2458035 SN: 75635299	Par-Way Group, Inc.
KLENE-KOTE	RN: 2458034 SN: 75635298	Par-Way Group, Inc.
OLIVE-MIST	RN: 1515616 SN: 73724073	Par-Way Group, Inc.
PURICIT	RN: 1500139 SN: 73702317	Par-Way Group, Inc.
SARAGOSA	RN: 2738712 SN: 76371956	Par-Way Group, Inc.
VEGALENE	RN: 1018111 SN: 73019038	Par-Way Group, Inc.
TRYSON GOLD	RN: 1615031 SN 73702315	Par-Way Group, Inc.

Trademark	Application/Registration Number	Owner
BAK-KLENE	RN: 1557005 SN: 73702320	Par-Way Group, Inc.
WAFFLE-OFF	RN: 1501509 SN: 73702313	Par-Way Group, Inc.
LITTLE BAKER design	RN: 1531047 SN: 73731197	Par-Way Group, Inc.
BUTTERY DELITE	RN: 1621445 SN: 74020027	Par-Way Group, Inc.
PRIME AND CURE	RN: 1130940 SN: 73168355	Par-Way Group, Inc.
COOL-TEC	RN: 1230725 SN: 73324481	The Penray Companies, Inc.
FILL-FOR-LIFE	RN: 2432928 SN: 75729081	The Penray Companies, Inc.
FILL-FOR-LIFE	RN: 3343229 SN: 77126114	The Penray Companies, Inc.
FUEL PREP	RN: 4671724 SN: 86311597	The Penray Companies, Inc.
HAFI	RN: 2013769 SN: 75027587	The Penray Companies, Inc.
NEED-RELEASE	RN: 1753500 SN: 74294331	The Penray Companies, Inc.
P and Design 	RN: 4867440 SN: 85893025	The Penray Companies, Inc.
P and Design 	RN: 4573311 SN: 85893013	The Penray Companies, Inc.
P and Design 	RN: 4813287 SN: 85893001	The Penray Companies, Inc.
P and Design 	RN: 4818314 SN: 85893032	The Penray Companies, Inc.

Trademark	Application/Registration Number	Owner
P and Design 	RN: 4867441 SN: 85893040	The Penray Companies, Inc.
PENCOOL	RN: 2077970 SN: 74704437	The Penray Companies, Inc.
PENRAY	RN: 6388483 SN: 90227060	The Penray Companies, Inc.
PENRAY	RN: 1233183 SN: 73331797	The Penray Companies, Inc.
PENRAY	RN: 1216321 SN: 73331798	The Penray Companies, Inc.
PENRAY	RN: 1283939 SN: 73402621	The Penray Companies, Inc.
PENRAY and Design 	RN: 1886841 SN: 74506702	The Penray Companies, Inc.
POW-R 365	RN: 4725386 SN: 86313491	The Penray Companies, Inc.
POW-R PERFORMANCE	RN: 3285217 SN: 77051772	The Penray Companies, Inc.
STABIL-AID	RN: 1389581 SN: 73556332	The Penray Companies, Inc.
SUPER-X	RN: 1803027 SN: 74352110	The Penray Companies, Inc.
SUPER-X	RN: 1803020 SN: 74352111	The Penray Companies, Inc.
SUPER-X	RN: 1803006 SN: 74352112	The Penray Companies, Inc.
TOUGH MAX	RN: 5499562 SN: 87609929	The Penray Companies, Inc.
WINTER POW-R PLUS	RN: 1358700 SN: 73519204	The Penray Companies, Inc.
WINTER THAW	RN: 2401538 SN: 75688623	The Penray Companies, Inc.
WRENCH-EZE	RN: 0691158 SN: 72073970	The Penray Companies, Inc.