

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658529

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900623422

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BIRD B GONE LLC		06/11/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	GLAS TRUST CORPORATION LIMITED
Street Address:	45 LUDGATE HILL
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC4M 7JU
Entity Type:	Corporation: UNITED KINGDOM

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	88596443	BIRD-OUT
Serial Number:	90566294	ENVIRO SPIKE
Registration Number:	2939095	BIRD SPIKE 2000
Registration Number:	2999538	BIRD SPIKE 2001
Registration Number:	6230311	AVIAN BLOCK
Registration Number:	4640933	BIRD JOLT
Registration Number:	4640934	BIRD JOLT FLAT TRACK
Registration Number:	4303749	BIRD SPIDER
Registration Number:	4691137	BIRD SPIDER 360°
Registration Number:	4290393	REPELLER 360°
Registration Number:	4619544	SONIC SHIELD
Registration Number:	6137835	SPECTRUMV
Registration Number:	5921803	SWALLOW SHIELD BY BIRD-B-GONE
Registration Number:	3000872	

CORRESPONDENCE DATA

Fax Number: 3105572900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

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:	29953.018
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NAME OF SUBMITTER:	Kimberley A. Lathrop
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SIGNATURE:	/Kimberley A. Lathrop/
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DATE SIGNED:	07/07/2021
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Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of June 11, 2021 is made by BIRD B GONE LLC, a California limited liability company ("Grantor"), in favor of GLAS TRUST CORPORATION LIMITED ("Glas Trust"), as Security Agent for the benefit of the Lenders and the other Finance Parties (in such capacity, together with its successors and permitted assigns, the "Security Agent").

Introductory Statement

WHEREAS, pursuant to the Facilities Agreement originally dated as of August 25, 2017, as amended and restated on August 14, 2018 pursuant to an Amendment and Restatement Agreement, and as further amended on April 28, 2021 pursuant to an Amendment Agreement (as amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Facilities Agreement") among Hamsard 3450 Limited (the "Company"), the Guarantors referred to therein, the Lenders referred to therein, Global Loan Agency Services Limited, as administrative agent for the Lenders, and the Security Agent, the Lenders have agreed to make Facilities to the Company on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Facilities Agreement, the Grantors named in the Security Agreement (other than Grantor) and the Security Agent (for the benefit of the Finance Parties) have entered into the Security Agreement dated as of October 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"); and

WHEREAS, pursuant to that certain Accession Deed, dated the date hereof, from Grantor and the Company to the Agents, Grantor agreed to become an Additional Guarantor and to be bound by the terms of Facilities Agreement and the other Finance Documents (as defined in the Facilities Agreement), including become a party to the Security Agreement by executing and delivering a Joinder and Assumption Agreement dated the date hereof (the "Joinder Agreement") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Facilities Agreement, to induce the Lenders to make their respective Facilities to the Company thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, Grantor hereby agrees with the Security Agent, for the benefit of the Finance Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages,

pledges, collaterally assigns and transfers to the Security Agent for the benefit of the Finance Parties, and grants to the Security Agent for the benefit of the Finance Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Security Agent for the benefit of the Finance Parties pursuant to the Joinder Agreement and the Security Agreement. Grantor hereby acknowledges and agrees that the rights and remedies of the Security Agent and the obligations of Grantor with respect to the Liens and security interests 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 conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and the IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR

TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 7.17 OF THE SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 7.1, 7.2, 7.4, 7.6, 7.7, 7.8 and 7.9 of the Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Debt Document” for all purposes of the Facilities Agreement and the other Debt Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

BIRD B GONE LLC, as Grantor

DocuSigned by:

By _____
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Name: Andrew Milner


Title: Secretary

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Country	TM/AN/RN	Status/Key Dates	Owner
United States	BIRD SPIKE 2000 RN: 2939095 SN: 76471599	Registered Filed: December 2, 2002 Registered: April 12, 2005 Last Renewal: April 12, 2015	Bird-B-Gone, Inc. (California Corp.) 23918 Skyline Mission Viejo California 92692
United States	BIRD SPIKE 2001 RN: 2999538 SN: 76471597	Registered Filed: December 2, 2002 Registered: September 27, 2005 Last Renewal: September 27, 2015	Bird-B-Gone, Inc. (California Corp.) 23918 Skyline Mission Viejo California 92692
United States	AVIAN BLOCK RN: 6230311 SN: 88498344	Registered Filed: July 2, 2019 Registered: December 22, 2020	Bird-B-Gone, Inc. (California Corp.) 15375 Barranca Pkwy, Ste. D Irvine California 92618
United States	BIRD JOLT RN: 4640933 SN: 86251840	Registered Filed: April 14, 2014 Registered: November 18, 2014	Bird-B-Gone, Inc. (California Corp.) 15375 Barranca Pkwy, Ste. D Irvine California 92618
United States	BIRD JOLT FLAT TRACK RN: 4640934 SN: 86251845	Registered Filed: April 14, 2014 Registered: November 18, 2014	Bird-B-Gone, Inc. (California Corp.) 15375 Barranca Pkwy, Ste. D Irvine California 92618

Country	TM/AN/RN	Status/Key Dates	Owner
United States	BIRD SPIDER RN: 4303749 SN: 85505108	Registered Filed: December 28, 2011 Registered: March 19, 2013	Bird-B-Gone, Inc. (California Corp.) 15375 Barranca Pkwy, Ste. D Irvine California 92618
United States	BIRD SPIDER 360° RN: 4691137 SN: 86251856	Registered Filed: April 14, 2014 Registered: February 24, 2015	Bird-B-Gone, Inc. (California Corp.) 1921 E. Edinger Ave. Santa Ana California 92705
United States	REPELLER 360° RN: 4290393 SN: 85383905	Registered Filed: July 28, 2011 Registered: February 12, 2013	Bird-B-Gone, Inc. (California Corp.) 23918 Skyline Mission Viejo California 926921872
United States	SONIC SHIELD RN: 4619544 SN: 86019149	Registered Filed: July 24, 2013 Registered: October 14, 2014	Bird-B-Gone, Inc. (California Corp.) 1921 E. Edinger Ave. Santa Ana California 92618
United States	SPECTRUMV (Stylized) SpectrumV RN: 6137835 SN: 88596338	Registered Filed: August 28, 2019 Registered: August 25, 2020	Bird-B-Gone, Inc. (California Corp.) 15375 Barranca Pkwy, Ste. D Irvine California 92618
United States	SWALLOW SHIELD BY BIRD-B-GONE	Registered Filed: May 7, 2018 Registered: November 26, 2019	Bird-B-Gone, Inc. (California Corp.) 2603 Main Street, Suite 1000 15375 Barranca

Country	TM/AN/RN	Status/Key Dates	Owner
	RN: 5921803 SN: 87909927		Pkwy, Ste. D Irvine California 92618
United States	Design Only  RN: 3000872 SN: 78335711	Registered Filed: December 3, 2003 Registered: September 27, 2005 Last Renewal: September 27, 2015	Bird-B-Gone, Inc. (California Corp.) 23918 Skyline Mission Viejo California 92692

Country	TM/AN/RN	Status/Key Dates	Owner Information
Australia	BIRD SAVER RN: 1553840 AN: 1553840	Registered Filed: April 26, 2013 Registered: April 26, 2013 Expiration Date: April 26, 2023	Bird-B-Gone, Inc. A Californian Corporation United States of America
Australia	BIRD-B-GONE RN: 1289382 AN: 1289382	Registered Filed: March 13, 2009 Registered: March 13, 2009 Expiration Date: March 13, 2029	Bird-B-Gone, Inc. a California corporation United States of America
Australia	ENVIRO SPIKE RN: 1494208 AN: 1494208	Registered Filed: June 1, 2012 Registered: June 1, 2012 Expiration Date: June 1, 2022	Bird-B-Gone, Inc. United States of America
Brazil	BIRD - B - GONE AN: 908552866	Registered Filed: November 5, 2014 Registered: May 30, 2017 Expiration Date: May 30, 2027	BIRD - B - GONE, INC.

Country	TM/AN/RN	Status/Key Dates	Owner Information
Brazil	BIRD - B - GONE AN: 908552637	Registered Filed: November 5, 2014 Registered: May 30, 2017 Expiration Date: May 30, 2027	BIRD - B - GONE, INC.
Brazil	ENVIRO SPIKE AN: 840438133	Registered Filed: March 1, 2013 Registered: January 12, 2016 Expiration Date: January 12, 2026	BIRD - B - GONE, INC.
Canada	BIRD SPIDER RN: TMA876535 AN: 1583964	Registered Filed: June 28, 2012 Registered: April 28, 2014 Expiration Date: April 28, 2029	Bird-B-Gone, Inc. 15375 Barranca Pkwy, Ste. D 92618 Irvine California, United States of America
China	BIRD SPIDER and Design BIRD SPIDER RN: 11133240 AN: 11133240	Registered Filed: June 28, 2012 Registered: December 14, 2013 Expiration Date: December 13, 2023	鸟不乐公司 加利福尼 亚州默信伟卓地平线 街23918号, United States of America
China	BIRD-B-GONE and Design BIRD-B-GONE RN: 7403241 AN: 7403241	Registered Filed: May 18, 2009 Registered: February 7, 2011 Expiration Date: February 6, 2021	鸟不乐公司 加利福尼 亚州默信伟卓地平线 街23918号, United States of America
China	ENVIRO SPIKE and Design ENVIRO SPIKE	Registered Filed: June 19, 2012 Registered: March 21, 2014 Expiration Date: March 20, 2024	鸟不乐公司 加利福尼 亚州默信伟卓地平线 街23918号, United States of America

Country	TM/AN/RN	Status/Key Dates	Owner Information
	RN: 11093017 AN: 11093017		
China	鸟不乐 and Design 鸟不乐 RN: 7403240 AN: 7403240	Registered Filed: May 18, 2009 Registered: December 28, 2010 Expiration Date: December 20, 2020	鸟不乐公司 加利福尼亚州默信伟卓地平线街23918号, United States of America
European Union	BIRD SAVER RN: 011803301 AN: 011803301	Registered Filed: May 9, 2013 Registered: October 2, 2013 Expiration Date: May 9, 2023	Bird-B-Gone, Inc. 23918 Skyline, 92692-1872, Mission Viejo,, California, United States of America
European Union	BIRD SPIDER RN: 010998722 AN: 010998722	Registered Filed: June 28, 2012 Registered: November 26, 2012 Expiration Date: June 28, 2022	Bird-B-Gone, Inc. 23918 Skyline, 92692-1872, Mission Viejo,, California, United States of America
European Union	BIRD-B-GONE RN: 008177925 AN: 008177925	Registered Filed: March 25, 2009 Registered: November 10, 2009 Expiration Date: March 25, 2029	Bird-B-Gone, Inc. 23918 Skyline, 92692-1872, Mission Viejo,, California, United States of America
European Union	ENVIRO SPIKE RN: 010939891 AN: 010939891	Registered Filed: June 5, 2012 Registered: October 31, 2012 Expiration Date: June 5, 2022	Bird-B-Gone, Inc. 23918 Skyline, 92692-1872, Mission Viejo,, California, United States of America

2. TRADEMARK APPLICATIONS

Country	TM/AN/RN	Status/Key Dates	Owner
United States	BIRD-OUT	Pending	Bird-B-Gone, Inc. (California Corp.)

Country	TM/AN/RN	Status/Key Dates	Owner
	SN: 88596443	Allowed - Intent to Use 1st Extension of Time Granted, November 17, 2020 Filed: August 28, 2019	15375 Barranca Pkwy, Ste. D Irvine California 92618
United States	ENVIRO SPIKE SN: 90566294	Pending Filed: March 8, 2021	Bird-B-Gone, Inc. (California Corp.) 1921 E. Edinger Ave. Santa Ana California 92705

Country	TM/AN/RN	Status/Key Dates	Owner Information
Canada	BIRD-OUT AN: 2013548	Filed Pending Application Office Status: Formalized Filed: February 24, 2020	Bird-B-Gone, Inc. 15375 Barranca Pkwy, Ste. D Irvine, CA 92618, United States of America
Canada	SPECTRUMV and Design SpectrumV AN: 2013547	Filed Pending Application Office Status: Formalized Filed: February 24, 2020	Bird-B-Gone, Inc. 15375 Barranca Pkwy, Ste. D Irvine, CA 92618, United States of America

3. EUROPEAN DESIGNS

Country	TM/AN/RN	Status/Key Dates	Owner
European Union	Enviro Spike Design RN: 001360028-0001	Registered Filed: February 6, 2013	Bird-B-Gone, Inc. (California Corp.) 15375 Barranca Pkwy, Ste. D Irvine California 92618

Country	TM/AN/RN	Status/Key Dates	Owner
European Union	Clear Shock Track Design RN: 001360028-0002	Registered Filed: February 6, 2013	Bird-B-Gone, Inc. (California Corp.) 15375 Barranca Pkwy, Ste. D Irvine California 92618

4. TRADEMARK LICENSES

Assignment and License Agreement by and between Bird-B-Gone, Inc. and OMS Investments, Inc. dated as of December 7, 2001, as amended, licensing the following marks:

Country	TM/AN/RN	Status/Key Dates	Owner
United States	BIRD-B-GONE and Design RN: 2658355 AN: 76255846	Renewed Filed: May 11, 2001 Registered: December 10, 2002	OMS Investments, Inc. (Delaware Corp.) 10250 Constellation Blvd., Suite 2800, Los Angeles, CA 90067
United States	BIRD-B-GONE RN: 2562771 AN: 75680795	Renewed Filed: April 12, 1999 Registered: April 23, 2002	OMS Investments, Inc. (Delaware Corp.) 10250 Constellation Blvd., Suite 2800, Los Angeles, CA 90067
Canada	BIRD-B-GONE RN: TMA725662 AN: 1391053	Registered Filed: April 11, 2008 Registered: October 8, 2008	OMS Investments, Inc. (Delaware Corp.) 10250 Constellation Blvd., Suite 2800, Los Angeles, CA 90067