

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARON PRODUCTS AND SERVICES, INC.		08/12/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	OXFORD FINANCE LLC, AS AGENT		
Street Address:	115 S. Union Street, Suite 300		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	6167866	GVAPOR	
Registration Number:	6146522	GELJACKET	
Registration Number:	5741402	GBRITE	
Registration Number:	5197261	WALLY	
Registration Number:	5197260	WALLY	
Registration Number:	3890297	OASIS	
Registration Number:	3890185	OASIS	
Registration Number:	4523226	GELF	
Registration Number:	4412189	GELF	
Registration Number:	3882054	GROD	
Registration Number:	3305755	OPENING DOORS FOR SCIENTISTS	
Registration Number:	3301135	CARON	
Registration Number:	3301131	CARON	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>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.</i>			
Phone:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
TRADEMARK			

OP \$340.00 6167866

Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7156.085

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 08/12/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of August, 2021, by and among **CARON PRODUCTS AND SERVICES, INC.**, an Ohio corporation, ("Grantor"), and **OXFORD FINANCE LLC**, a Delaware limited liability company ("Oxford"), in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of the date hereof, and as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **CARON ACQUISITION SUB, INC.**, a Delaware corporation (together with its successors and assigns, "Parent"), **CARON PRODUCTS AND SERVICES, INC.**, an Ohio corporation (the "Company"), each other Person now or hereafter party hereto as a Borrower or a Guarantor, each of the financial institutions from time to time party hereto as a lender (collectively "Lenders" and each a "Lender"), and Agent, each Guarantor from time to time party thereto, each Lender from time to time party thereto and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants and pledges to Agent, for the benefit of Agent and each Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed to the Grantor, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, or any of the Lenders, whether or not they are unenforceable or not allowable due to the existence of any insolvency proceeding under the Bankruptcy Code or otherwise involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Agent and Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

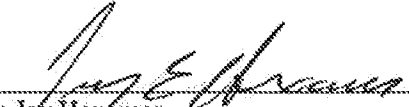
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER, SET FORTH IN SECTIONS 14.6 AND 14.8 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page left intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

CARON PRODUCTS AND SERVICES, INC.

By: 
Name: Jay Hegamer
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

OXFORD FINANCE LLC

By: 

Name: Colette H. Featherly

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE	GRANTOR
GVAPOR	88815343	6167866	10/06/20	Caron Products and Services, Inc.
GELJACKET	88793890	6146522	09/08/20	Caron Products and Services, Inc.
GBRITE	87888966	5741402	04/30/19	Caron Products and Services, Inc.
WALLY	87066272	5197261	05/02/17	Caron Products and Services, Inc.
WALLY	87066255	5197260	05/02/17	Caron Products and Services, Inc.
OASIS	85043505	3890297	12/14/10	Caron Products and Services, Inc.
OASIS	85027008	3890185	12/14/10	Caron Products and Services, Inc.
GELF	85894267	4523226	04/29/14	Caron Products and Services, Inc.
GELF	85743904	4412189	10/01/13	Caron Products and Services, Inc.
GROD	77584102	3882054	11/30/10	Caron Products and Services, Inc.
OPENING DOORS FOR SCIENTISTS	77068117	3305755	10/09/07	Caron Products and Services, Inc.
CARON	77068109	3301135	10/02/07	Caron Products and Services, Inc.
CARON	77068078	3301131	10/02/07	Caron Products and Services, Inc.