

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
220 Laboratories, LLC		08/30/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3699250	YOUR HEALTH IS YOUR WEALTH	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0425		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	08/30/2021		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 30, 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 Antares Capital LP, 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 Security Agreement, dated as of August 1, 2019 (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 registration 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). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and 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.

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.

**CHAMPION BRANDS, L.L.C.
220 LABORATORIES, LLC**

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

ANTARES CAPITAL LP,
as Collateral Agent

By: K. Blumer
Name: Kyle Blumer
Title: Duly Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No. and Filing Date	Registration No. and Registration Date	Owner
EVOLVE	U.S.	88756643 13-JAN-2020	6323514 13-APR-2021	CHAMPION BRANDS, LLC
CHAMPIONS USE CHAMPION!	U.S.	88680425 05-NOV-2019	6069008 02-JUN-2020	CHAMPION BRANDS, LLC
CHAMPION HI-TECH LUBRICANTS and Design 	U.S.	88013999 25-JUN-2018	5985317 11-FEB-2020	CHAMPION BRANDS, LLC
COLD BLUE	U.S.	87949354 05-JUN-2018	5669428 05-FEB-2019	CHAMPION BRANDS, LLC
MODERN MUSCLE	U.S.	87549025 31-JUL-2017	5515770 10-JUL-2018	CHAMPION BRANDS, LLC
CHAMPION HI-TECH LUBRICANTS and Design 	U.S.	87169314 13-SEP-2016	5216977 06-JUN-2017	CHAMPION BRANDS, LLC
PALADIN	U.S.	86775939 02-OCT-2015	4960283 17-MAY-2016	CHAMPION BRANDS, LLC
ULTRAFLEET	U.S.	85909786 19-APR-2013	4472589 21-JAN-2014	CHAMPION BRANDS, LLC
EGUARD	U.S.	85487989 06-DEC-2011	4171764 10-JUL-2012	CHAMPION BRANDS, LLC

Mark	Jurisdiction	Serial No. and Filing Date	Registration No. and Registration Date	Owner
WIPE-R-CLEAN	U.S.	85483416 30-NOV-2011	4171742 10-JUL-2012	CHAMPION BRANDS, LLC
SYNGOLD	U.S.	85472955 15-NOV-2011	4174917 17-JUL-2012	CHAMPION BRANDS, LLC
BLUE FLAME	U.S.	85183472 23-NOV-2010	4031099 27-SEP-2011	CHAMPION BRANDS, LLC
CHAMPION HI-TECH LUBRICANTS and Design 	U.S.	85124970 08-SEP-2010	3969628 31-MAY-2011	CHAMPION BRANDS, LLC
GLOBALTRANS	U.S.	77824065 10-SEP-2009	3951688 26-APR-2011	CHAMPION BRANDS, LLC
POWER SHIELD	U.S.	77799633 07-AUG-2009	3801094 08-JUN-2010	CHAMPION BRANDS, LLC
DIESEL FLO	U.S.	77388080 04-FEB-2008	3495779 02-SEP-2008	CHAMPION BRANDS, LLC
POLY-7	U.S.	77107021 14-FEB-2007	3323322 30-OCT-2007	CHAMPION BRANDS, LLC
VALVE SHIELD	U.S.	77107041 14-FEB-2007	3323325 30-OCT-2007	CHAMPION BRANDS, LLC
SYN CLEAN	U.S.	78578610 02-MAR-2005	3124869 01-AUG-2006	CHAMPION BRANDS, LLC
CHAMPION	U.S.	78170208 02-OCT-2002	2856847 22-JUN-2004	CHAMPION BRANDS, LLC
CHAMPION	U.S.	78119874 05-APR-2002	2702682 01-APR-2003	CHAMPION BRANDS, LLC
DURATECH	U.S.	78100420 31-DEC-2001	2758822 02-SEP-2003	CHAMPION BRANDS, LLC

Mark	Jurisdiction	Serial No. and Filing Date	Registration No. and Registration Date	Owner
CHAMPION	U.S.	75936238 06-MAR-2000	2543979 05-MAR-2002	CHAMPION BRANDS, LLC
CHAMPION AIR LOK	U.S.	75936240 06-MAR-2000	2436936 20-MAR-2001	CHAMPION BRANDS, LLC
CHAMPION DIESEL FLO	U.S.	75493992 01-JUN-1998	2673493 14-JAN-2003	CHAMPION BRANDS, LLC
HI-TECH	U.S.	75239061 10-FEB-1997	2256277 29-JUN-1999	CHAMPION BRANDS, LLC
CHAMPION HI-TECH LUBRICANTS ALL FLEET "T" and Design 	U.S.	74294066 14-JUL-1992	1810400 14-DEC-1993	CHAMPION BRANDS, LLC
4000 	U.S.	73649642 16-MAR-1987	1461544 20-OCT-1987	CHAMPION BRANDS, LLC
YOUR HEALTH IS YOUR WEALTH	U.S.	76184689 20-DEC-2000	3699250 20-OCT-2009	220 LABORATORIES, LLC