

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thriving Brands LLC		06/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp., as Agent		
Street Address:	1345 Avenue of the Americas, 45th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	4372559	ADVANCED DRY	
Registration Number:	4147721	AIR CONDITIONING EFFECT	
Registration Number:	6315762	ALPINE EDGE	
Registration Number:	3569997	ARCTIC REFRESH	
Registration Number:	5454768	BEST DRESSED COLLECTION	
Registration Number:	5238258	BRAVE THE DAY	
Registration Number:	2458573	COOL PEAK	
Registration Number:	4405472	CRYSTAL BREEZE	
Registration Number:	1094893	DRY IDEA	
Registration Number:	3871170	DRY IDEA ADVANCED DRY	
Registration Number:	2470541	FRESH BLAST	
Registration Number:	4716929	FRESH TECH	
Registration Number:	3366407	NEVER LET THEM SEE YOU SWEAT	
Registration Number:	5556960	OCEAN RUSH	
Registration Number:	2696741	POWER STRIPE	
Registration Number:	5758501	PURE COOL	
Registration Number:	3935737	RIGHT GUARD	
Registration Number:	5233614	RIGHT GUARD	
Registration Number:	692546	RIGHT GUARD	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3703091	RIGHT GUARD XTREME CLEAR
Registration Number:	4744884	STRESS SHIELD
Registration Number:	4828592	TESTED TO THE XTREME PROVEN TO PERFORM
Registration Number:	4398139	TROPICAL ESCAPE
Registration Number:	4366019	XTREME COOLING
Registration Number:	5758524	XTREME DEFENSE
Registration Number:	4716880	XTREME DETECT
Registration Number:	4359283	XTREME FRESH
Registration Number:	4744902	XTREME HEAT SHIELD
Registration Number:	5210792	XTREME MAX POWER
Registration Number:	4952038	XTREME ODOR COMBAT

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	47109.008
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	09/07/2021

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 1, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by THRIVING BRANDS LLC (the “Grantor”) in favor of FORTRESS CREDIT CORP., as administrative agent and as collateral agent (together with its successors in such capacities, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to that certain Pledge and Security Agreement, dated as of June 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantors (for this purpose only, as defined therein) party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. The Lenders (as defined in the Credit Agreement referred to below) have extended credit to TCFIV THRIVING BRANDS LLC, a Delaware limited liability company (the “Borrower”), subject to the terms and conditions set forth in that certain Credit Agreement, dated as of June 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, TCFIV TB HOLDINGS LLC, a Delaware limited liability company (“Holdings”), the Lenders from time to time party thereto, and the Agent. Consistent with the requirements set forth in Sections 4.01, 5.10 and 5.11 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

Grant of Security Interest. As security for the prompt and complete payment or performance when due and payable in accordance with the Loan Documents (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), as the case may be, in full of the Secured Obligations (including any partial amounts thereof from time to time owing), the Grantor, pursuant to the Security Agreement, hereby pledges, collaterally assigns and grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a valid and continuing security interest in all of its right, title and interest in and to all of the following personal property, whether now or hereafter existing and whether now owned or hereafter acquired by or arising in favor of the Grantor (collectively, the “IP Collateral”; provided, however, that notwithstanding anything to the contrary in this Agreement, the IP Collateral shall not include any Excluded Asset):

all Trademark registrations and applications for Trademark registration and all licenses thereof in the United States Patent and Trademark Office listed on Schedule I hereto, including all goodwill associated with or symbolized by the Trademarks;

all issued Patents and pending Patent applications and all licenses thereof in the United States Patent and Trademark Office listed on Schedule II hereto;

all Copyright registrations and pending applications for Copyright registration and licenses thereof in the United States Copyright Office listed on Schedule III;

the right to sue at law or in equity third parties for past, present and future infringements, impairments or dilutions of any IP Collateral; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, to the extent the same no longer constitute Excluded Assets and would otherwise constitute Collateral.

Future IP Collateral. The Grantor hereby authorizes Agent to modify this Agreement by amending Schedule I, Schedule II or Schedule III to include any future IP Collateral and the Grantor agrees to execute any agreements, documents or instruments reasonably requested by Agent to effectuate such amendment, including in form and substance similar to the form attached hereto as Exhibit A.

Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

Termination or Release. (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by the relevant Grantor hereunder shall be automatically released and the relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Section 9.21 of the Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, at the request of the Grantor, the Agent shall promptly execute (if applicable) and deliver to the Grantor, at the Grantor's expense, all UCC termination statements, security interest termination and release agreements for filing with the United States Patent and Trademark Office or United States Copyright Office, as applicable, and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 6 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. Such Grantor shall reimburse the Agent for all costs and expenses, including any

fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 6 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement as if such Grantor was expressly referred to therein.

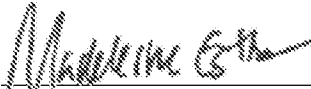
(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 6.

Counterparts. This 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 of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement and the other Loan Documents shall be deemed to include electronic signatures or electronic records each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signature in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THRIVING BRANDS LLC,
as a Grantor

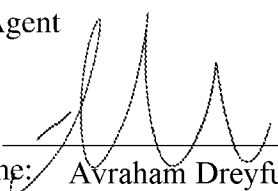
By: 

Name: Madeleine Esther

Title: Vice President

ACCEPTED AND AGREED,
as of the date first above written:

FORTRESS CREDIT CORP.,
as Agent

By: 
Name: Avraham Dreyfuss
Title: Chief Financial Officer

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK
REGISTRATION AND LICENSES THEREOF

Title	Application Number	Application Date	Registration Number	Registration Date	Grantor
ADVANCED DRY	85/823279	2013.01.15	4372559	2013.07.23	THRIVING BRANDS LLC
AIR CONDITIONING EFFECT	85/292187	2011.04.11	4147721	2012.05.22	THRIVING BRANDS LLC
ALPINE EDGE	87/700962	2017.11.29	6315762	2020.04.06	THRIVING BRANDS LLC
ARCTIC REFRESH	77/512302	2008.07.01	3569997	2009.02.03	THRIVING BRANDS LLC
BEST DRESSED COLLECTION	87/361244	2017.03.07	5454768	2018.04.24	THRIVING BRANDS LLC
BRAVE THE DAY	87/136534	2016.08.12	5238258	2017.07.04	THRIVING BRANDS LLC
COOL PEAK	75/840335	1999.11.24	2458573	2001.06.05	THRIVING BRANDS LLC
CRYSTAL BREEZE	85/561786	2012.03.06	4405472	2013.09.24	THRIVING BRANDS LLC
DRY IDEA	73/135934	1977.08.01	1094893	1978.07.04	THRIVING BRANDS LLC
DRY IDEA ADVANCED DRY	77/718903	2009.04.21	3871170	2010.11.02	THRIVING BRANDS LLC
FRESH BLAST	75/840338	1999.11.24	2470541	2001.07.17	THRIVING BRANDS LLC
FRESH TECH	85/835540	2013.01.29	4716929	2015.04.07	THRIVING BRANDS LLC
NEVER LET THEM SEE YOU SWEAT	77/025744	2006.10.20	3366407	2008.01.08	THRIVING BRANDS LLC
OCEAN RUSH	87/611740	2017.09.18	5556960	2018.09.04	THRIVING BRANDS LLC

Title	Application Number	Application Date	Registration Number	Registration Date	Grantor
POWER STRIPE	78/077728	2001.08.06	2696741	2003.03.11	THRIVING BRANDS LLC
PURE COOL	87/648584	2017.10.17	5758501	2019.05.21	THRIVING BRANDS LLC
RIGHT GUARD	77/981433	2010.02.22	3935737	2011.03.22	THRIVING BRANDS LLC
RIGHT GUARD	86/973974	2016.04.13	5233614	2017.06.27	THRIVING BRANDS LLC
RIGHT GUARD	72/066877	1959.02.02	692546	1960.02.02	THRIVING BRANDS LLC
RIGHT GUARD XTREME CLEAR	77/556338	2008.08.26	3703091	2009.10.27	THRIVING BRANDS LLC
STRESS SHIELD	86/227518	2014.03.20	4744884	2015.05.26	THRIVING BRANDS LLC
TESTED TO THE XTREME PROVEN TO PERFORM	86/395079	2014.09.15	4828592	2015.10.06	THRIVING BRANDS LLC
TROPICAL ESCAPE	77/433737	2008.03.27	4398139	2013.09.10	THRIVING BRANDS LLC
XTREME COOLING	85/707770	2012.08.20	4366019	2013.07.09	THRIVING BRANDS LLC
XTREME DEFENSE	87/665784	2017.10.31	5758524	2019.05.21	THRIVING BRANDS LLC
XTREME DETECT	85/788034	2012.11.27	4716880	2015.04.07	THRIVING BRANDS LLC
XTREME FRESH	85/707769	2012.08.20	4359283	2013.06.25	THRIVING BRANDS LLC
XTREME HEAT SHIELD	86/230922	2014.03.25	4744902	2015.05.26	THRIVING BRANDS LLC
XTREME MAX POWER	87/031721	2016.05.10	5210792	2017.05.23	THRIVING BRANDS LLC
XTREME ODOR COMBAT	86/336140	2014.07.14	4952038	2016.05.03	THRIVING BRANDS LLC

SCHEDULE II

U.S. PATENTS AND PATENT APPLICATIONS AND LICENSES THEREOF

None.

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT
REGISTRATION AND LICENSES THEREOF

None.

Schedule III

RECORDED: 09/07/2021

**TRADEMARK
REEL: 007415 FRAME: 0334**