

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM666105

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900628288
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kirby Opco, LLC		06/10/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Siena Lending Group LLC
<b>Street Address:</b>	9 W Broad Street, 5th Floor
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06902
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5142696	CLEANOVATION
Registration Number:	5192418	THE SPOTTY
Registration Number:	5345132	RUG RENOVATOR
Registration Number:	5552020	AVALIR2

## CORRESPONDENCE DATA

Fax Number:

*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: 3125805053  
 Email: jgambulos@thompsoncoburn.com  
 Correspondent Name: James Gambulos  
 Address Line 1: 55 East Monroe Street  
 Address Line 4: Chicago, ILLINOIS 60603

<b>NAME OF SUBMITTER:</b>	James Gambulos
<b>SIGNATURE:</b>	/James Gambulos/
<b>DATE SIGNED:</b>	08/09/2021

**Total Attachments: 22**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") dated as of June 10, 2021 by KIRBY OPCO, LLC, a Delaware limited liability company ("*Kirby*") and CLEAN LIVING SUPPLIES, INC., a Delaware corporation ("*Clean Living*") and together with Kirby and any other Person who from time to time becomes a Borrower under the Loan Agreement, collectively, the "*Grantors*" and each individually, a "*Grantor*") in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, "*Lender*");

### W I T N E S S E T H

WHEREAS, each Grantor, certain Grantors' affiliates and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "*Loan Agreement*") providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, each Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "*Trademarks*", "*Patents*" and "*Copyrights*") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, provided, that, each Grantor shall promptly provide

written notice to Lender of any such suit, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon reasonable demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Each Grantor has duly executed this Agreement as of the date first written above.

**KIRBY OPCO, LLC,**  
a Delaware limited liability company

By: RLI Kirby Holdings, LLC, its sole member

By: 

Name: Eric J. Mara

Title: Manager

**CLEAN LIVING SUPPLIES, INC.,**  
a Delaware corporation

By: 

Name: Eric J. Mara

Title: President

Signature page to Intellectual Property Security Agreement

Agreed and Accepted  
as of the date first written above:

**SIENA LENDING GROUP LLC**

By: Anthony Lavinio  
Name: Anthony Lavinio  
Title: Authorized Signatory

By: Gill Elmore  
Name: Gill Elmore  
Title: Authorized Signatory

Signature page to Intellectual Property Security Agreement

**SCHEDULE 1**

(a) Patents and Patent Licenses

Grantor	Country	Status	Application No.	Filing Date	Patent No.	Patent Date	Expiration Date	Title
Kirby	NZ	Granted	412253	19-Feb-2009	412253	20-Aug-2009	19-Feb-2029	A BAG FOR A VACUUM CLEANER
	NZ	Granted	411924	19-Feb-2009	411924	15-Oct-2009	19-Feb-2029	BAG FOR A VACUUM CLEANER
	US	Granted	11/176458	07-Jul-2005	7455499	25-Nov-2008	22-Dec-2026	CENTRIFUGAL FAN
	ZA	Granted	2008/07360	26-Aug-2008	2008/07360	25-Nov-2009	26-Aug-2028	FILTER BAG MOUNTING ASSEMBLY
	US	Granted	12/100109	09-Apr-2008	7794516	14-Sep-2010	28-Feb-2029	FILTER BAG MOUNTING ASSEMBLY
	NZ	Granted	570620	19-Aug-2008	570620	10-Dec-2009	19-Aug-2028	FILTER BAG MOUNTING ASSEMBLY
	IT	Granted	08017576.3	07-Oct-2008	502012902063113	02-May-2012	07-Oct-2028	FILTER BAG MOUNTING ASSEMBLY

GB	Granted	08017576.3	07-Oct-2008	2108297	02-May-2012	07-Oct-2028	FILTER BAG MOUNTING ASSEMBLY
ES	Granted	08017576.3	07-Oct-2008	080175763	02-May-2012	07-Oct-2028	FILTER BAG MOUNTING ASSEMBLY
DE	Granted	08017576.3	07-Oct-2008	602008015293.6	02-May-2012	07-Oct-2028	FILTER BAG MOUNTING ASSEMBLY
CN	Granted	2009100007917	09-Jan-2009	ZL2009100007917	23-May-2012	09-Jan-2029	FILTER BAG MOUNTING ASSEMBLY
CN	Granted	201210007473.5	11-Jan-2012	ZL201210007473.5	18-Feb-2015	11-Jan-2032	FILTER BAG MOUNTING ASSEMBLY
CN	Granted	201210007469.9	11-Jan-2012	ZL201210007469.9	05-Nov-2014	11-Jan-2032	FILTER BAG MOUNTING ASSEMBLY
CN	Granted	201210007467X	11-Jan-2012	ZL20120007467X	12-Nov-2014	11-Jan-2032	FILTER BAG MOUNTING ASSEMBLY

[Schedule 1 Intellectual Property Security Agreement]



CN	Granted	201210006915.4	11-Jan-2012	ZL201210006915.4	12-Nov-2014	11-Jan-2032	FILTER BAG MOUNTING ASSEMBLY
CA	Granted	2638641	13-Aug-2008	2638641	13-Sep-2011	13-Aug-2028	FILTER BAG MOUNTING ASSEMBLY
CA	Granted	2742137	31-May-2011	2742137	11-Jun-2013	31-May-2031	FILTER BAG MOUNTING ASSEMBLY
AU	Granted	2008207570	27-Aug-2008	2008207570	06-Jan-2011	27-Aug-2028	FILTER BAG MOUNTING ASSEMBLY
AU	Granted	2010212495	23-Aug-2010	2010212495	12-Jan-2012	23-Aug-2030	FILTER BAG MOUNTING ASSEMBLY
RU	Granted	2008146980	27-Nov-2008	2378973	20-Jan-2010	27-Nov-2028	FILTER BAR MOUNTING ASSEMBLY
RU	Granted	2008503977	31-Oct-2008	73673	16-Jan-2010	31-Oct-2028	HOLDER FOR FILTER BAG
US	Granted	11325826	05-Jan-2006	7823249	02-Nov-2010	04-Sep-2029	MOTOR CONTROL FOR A VACUUM CLEANER
US	Granted	12/887738	22-Sep-2010	8099825	24-Jan-2012	05-Jan-2026	MOTOR CONTROL FOR A VACUUM CLEANER
NZ	Granted	411288	19-Aug-2008	411288	30-Apr-2009	19-Aug-2028	MOUNTING COLLAR FOR A BAG FILTER

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	US	Granted	29/317586	02-May-2008	D600868	22-Sep-2009	22-Sep-2023	MOUNTING COLLAR FOR A FILTER BAG
	EM	Granted	001020341-0001	14-Oct-2008	001020341-0001	14-Oct-2008	14-Oct-2023	MOUNTING COLLAR FOR A FILTER BAG
	ZA	Granted	a2008/01498	08-Sep-2008	A2008/01498	18-Feb-2010	08-Sep-2028	MOUNTING COLLARS FORMING PART OF FILTER BAG ASSEMBLIES
	ZA	Granted	A2009/0212	18-Feb-2009	A2009/0212	18-Jan-2010	18-Feb-2029	SHEET MATERIAL WITH SURFACE PATTERN
	US	Granted	29/323170	20-Aug-2008	D608546	26-Jan-2010	26-Jan-2024	SHEET MATERIAL WITH SURFACE PATTERN
	RU	Granted	2009500165	23-Jan-2009	73180	23-Jan-2009	23-Jan-2029	SHEET MATERIAL WITH SURFACE PATTERN
	PT	Granted	1395	16-Feb-2009	1395	20-May-2009	16-Feb-2029	SHEET MATERIAL WITH SURFACE PATTERN
	IT	Granted	TO20090000005	30-Jan-2009	402009901699454	16-May-2012	30-Jan-2029	SHEET MATERIAL WITH SURFACE

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							PATTERN
GB	Granted	4010099	27-Jan-2009	4010099	20-Feb-2009	27-Jan-2029	SHEET MATERIAL WITH SURFACE PATTERN
ES	Granted	0507295	02-Feb-2009	0507295	02-Feb-2009	02-Feb-2029	SHEET MATERIAL WITH SURFACE PATTERN
EP	Granted	10725080001	19-Jan-2009	10725080001	19-Jan-2009	19-Jan-2029	SHEET MATERIAL WITH SURFACE PATTERN
DE	Granted	4020090001446	15-Jan-2009	402009000144	18-May-2009	15-Jan-2029	SHEET MATERIAL WITH SURFACE PATTERN
ZA	Granted	A2009/0211	18-Feb-2009	A2009/0211	28-Jan-2010	18-Feb-2029	SHEET MATERIAL WITH SURFACE PATTERN - DESIGN 1
ZA	Granted	A2009/0213	18-Feb-2009	A2009/0213	19-Jan-2010	18-Feb-2029	SHEET MATERIAL WITH SURFACE PATTERN - DESIGN 3
BX	Granted	82988-03	13-Jan-2009	37954-03	13-Aug-2009		SHEET MATERIAL WITH

[Schedule 1 Intellectual Property Security Agreement]

							SURFACE PATTERN - DESIGN 3
ZA	Granted	A2009/0214	18- Feb- 2010	A2009/0214	18-Jan- 2010	18-Feb- 2030	SHEET MATERIAL WITH SURFACE PATTERN - DESIGN 4
GB	Granted	4010100	27- Jan- 2009	4010100	20-Feb- 2009	27-Jan- 2029	SHEET MATERIAL WITH SURFACE PATTERN - DESIGN 4
BX	Granted	82988-04	13- Jan- 2009	3795404	13-Aug- 2009		SHEET MATERIAL WITH SURFACE PATTERN - DESIGN 4
US	Granted	11/327225	06- Jan- 2006	7694383	13-Apr- 2010	29-Jul- 2028	UPRIGHT VACUUM CLEANER WIT REMOVABLE POWER HEAD
AU	Granted	2006233189	25- Oct- 2006	2006233189	23-Oct- 2008	25-Oct- 2026	UPRIGHT VACUUM CLEANER WITH REMOVABLE POWER HEAD
ZA	Granted	A2010/1540	17- Nov- 2010	A2010/1540	13-Oct- 2011	17-Nov- 2030	VACUUM CLEANER BRUSH ATTACHMENT

[Schedule 1 Intellectual Property Security Agreement]

US	Granted	29/366246	22-Jul-2010	D672104	04-Dec-2012	04-Dec-2026	VACUUM CLEANER BRUSH ATTACHMENT
RU	Granted	2010503783	21-Dec-2010	81234	16-Mar-2012	21-Dec-2030	VACUUM CLEANER BRUSH ATTACHMENT
KR	Granted	2011-0002640	21-Jan-2012	30-0679500	31-Jan-2013	21-Jan-2032	VACUUM CLEANER BRUSH ATTACHMENT
KR	Granted	2011-0002642	21-Jan-2011	30-0679501	31-Jan-2013	21-Jan-2031	VACUUM CLEANER BRUSH ATTACHMENT
JP	Granted	2010-27463	15-Nov-2010	1414693	22-Apr-2011	15-Nov-2030	VACUUM CLEANER BRUSH ATTACHMENT
IT	Granted	TO201100001	11-Jan-2011	98546	13-Jun-2012	11-Jan-2031	VACUUM CLEANER BRUSH ATTACHMENT
FR	Granted	10/6183	08-Dec-2010	10/6183	18-Feb-2011	08-Dec-2030	VACUUM CLEANER BRUSH ATTACHMENT
DE	Granted	402010006532.8-0002	25-Nov-2010	402010006532.8-0002	21-Apr-2011	25-Nov-2030	VACUUM CLEANER BRUSH ATTACHMENT
CN	Granted	2011300070590	07-	ZL20111300070590	03-Aug-	07-Jan-	VACUUM

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			Jan-2011		2011	2031	CLEANER BRUSH ATTACHMENT
CA	Granted	137881	12-Nov-2010	137881	13-Jun-2011	12-Nov-2030	VACUUM CLEANER BRUSH ATTACHMENT
BX	Granted	83837-00	20-Jan-2011	38610-00	22-Apr-2011		VACUUM CLEANER BRUSH ATTACHMENT
AU	Granted	15357/2010	10-Nov-2010	334156	15-Dec-2010	10-Nov-2030	VACUUM CLEANER BRUSH ATTACHMENT
AU	Granted	14854/2010	10-Nov-2010	334155	15-Dec-2010	10-Nov-2030	VACUUM CLEANER BRUSH ATTACHMENT (DESIGNS 1-10)
DE	Granted	402010006532.8-0001	25-Nov-2010	402010006532.8	21-Apr-2011	25-Nov-2030	VACUUM CLEANER BRUSH ATTACHMENT (DRAWINGS 1-10)
US	Granted	11/207490	19-Aug-2005	7487569	10-Feb-2009	02-Mar-2027	VACUUM CLEANER WITH DRIVE ASSIST
US	Granted	12/345827	30-Dec-2008	7770255	10-Aug-2010	31-Aug-2025	VACUUM CLEANER WITH DRIVE ASSIST

[Schedule 1 Intellectual Property Security Agreement]

US	Granted	11/264916	02-Nov-2005	7690078	06-Apr-2010	04-Feb-2029	VACUUM CLEANER WITH REMOVABLE CLEANING ATTACHMENT
US	Granted	12/507212	22-Jul-2009	7854038	21-Dec-2010	03-Nov-2025	VACUUM CLEANER WITH REMOVABLE HANDLE

(b) Trademarks and Trademark Licenses

Grantor	Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Mark Type
Kirby	KIRBY	NG	38054/80	07-Nov-1982	38054	31-Oct-1985	Registered	Trademark
	KIRBY	HR	2950586A	24-Mar-1995	Z950586	09-Oct-1997	Registered	
	CLEAN TEC PRO	US	86/681894	02-Jul-2015			Abandoned	
	CLEANOVATION	US	86/769495	25-Sep-2015	5142696	14-Feb-2017	Registered	Word
	THE SPOTTY	US	86/904922	11-Feb-2016	5192418	25-Apr-2017	Registered	Word
	RUG RENOVATOR	US	87/375512	17-Mar-2017	5345132	28-Nov-2017	Registered	Word
	AVALIR2	US	87/507040	27-Jun-2017	5552020	28-Aug-2018	Registered	Trademark
	KIRBY	PT	182757	24-Jul-2073	182757	19-Sep-1980	Registered	Trademark
	KIRBY	AR		08-Jan-	2665366	08-Jan-2004	Registered	Trademark

	KIRBY Scott Fetzer General	US		2092			Unfiled	
	SENTRIA	NZ	744964		744964	15-Dec-2005	Registered	Trademark
	AVALIR III	US					Unfiled	Trademark
	AVALIR III (& DESIGN)	US					Unfiled	Trademark
	KIRBYS.EE	EE			10059371		Renewed	DOMAIN

(c) Copyrights and Copyright Licenses

Grantor	Country	Registration No.	Registration Date	Title	Case Status	Property Type
Kirby	United States of America	TX4592775	6/2/1997	KIRBY CUSTOMER SERVICE CENTER WORLDWIDE COMMUNICATION SYSTEM	Registered	Copyright
	United States of America	TX-5-555-531	3/21/2002	HERE'S PROOF (G Six Manual)	Registered	Copyright
	United States of America	TX5656218	7/26/2002	ULTIMATE G SERIES BROCHURE	Registered	Copyright
	United States of America	TX5656114	7/26/2003	KIRBY SALES BOOK	Registered	Copyright
	United States of America	TX 6-486-772	12/23/2006	KIRBY HERE'S PROOF (for Sentria Model)	Registered	Copyright



COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Illinois : SS  
COUNTY OF Cook :

On this 25<sup>th</sup> day of June, 2021, before me personally appeared Eric Masva, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Kirby Opco, LLC, a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



My Commission Expires: 1/15/2023

*Acknowledgement to Intellectual Property Security Agreement*

COMPANY ACKNOWLEDGMENT

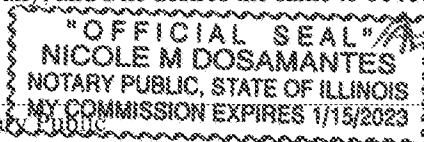
UNITED STATES OF AMERICA :

STATE OF Illinois :

SS

COUNTY OF Cook :

On this 25<sup>th</sup> day of June, 2021, before me personally appeared Eni Mares, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Clean Living Supplies, Inc., a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public

My Commission Expires: 1/15/2023

*Acknowledgement to Intellectual Property Security Agreement*

## POWER OF ATTORNEY

KIRBY OPCO, LLC, a Delaware limited liability company ("**Grantor**"), hereby authorizes SIENA LENDING GROUP LLC, its successors and assigns, and any officer or agent thereof ("**Lender**") under that certain Loan and Security Agreement among Lender, Grantor and certain other Loan Parties dated as of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "**Loan Agreement**"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor, certain other Loan Parties, as grantors and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "**Intellectual Property Agreement**"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Patent, Trademark and Copyright Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as a deed, this  
10<sup>th</sup> day of June, 2021.

**KIRBY OPCO, LLC,**  
a Delaware limited liability company

By: RLI Kirby Holdings, LLC, its sole member

By: 

Name: Eric J. Mara

Title: Manager

*[Signature page to Power of Attorney to Intellectual Property Security Agreement]*

COMPANY ACKNOWLEDGMENT

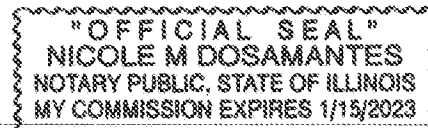
UNITED STATES OF AMERICA :

STATE OF Illinois :

SS

COUNTY OF COOK :

On this 25<sup>th</sup> day of June, 2021, before me personally appeared Eric Merda, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Kirby Opco, LLC, a Delaware limited liability company, and that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public

My Commission Expires: 1/15/2023

*[Acknowledgment to Power of Attorney to Intellectual Property Security Agreement]*

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Illinois : SS  
COUNTY OF COOK :

On this 2<sup>nd</sup> day of June, 2021, before me personally appeared Eric M. Merca, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Clean Living Supplies, Inc., a Delaware corporation, and that s/he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such ~~company~~, and ~~s/he desires the same~~ to be recorded as such.

"OFFICIAL SEAL"  
NICOLE M DOSAMANTES  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 1/15/2023

Notary Public

My Commission Expires: 1/15/2023

*[Acknowledgment to Power of Attorney to Intellectual Property Security Agreement]*

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