

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLEAN ONES CORPORATION		10/21/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4966141	CLEAN & SIMPLE	
Registration Number:	4906006	SPLASH COMPLEMENTS	
Registration Number:	4772898	SPLASH	
Registration Number:	4608225	WORKIN' GLOVES	
Registration Number:	4498133		
Registration Number:	3003936	SPLASH	
Registration Number:	1530902	FOR CLEAN HANDS ON DIRTY JOBS	
Registration Number:	5773757	PHTHALATE FREE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 N Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049067-0395HP		

CH \$215.00 4966141

NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/
DATE SIGNED:	10/22/2021
Total Attachments: 10 source=Bradshaw - Trademark Security Agreement (Executed) (127199529.1)#page1.tif source=Bradshaw - Trademark Security Agreement (Executed) (127199529.1)#page2.tif source=Bradshaw - Trademark Security Agreement (Executed) (127199529.1)#page3.tif source=Bradshaw - Trademark Security Agreement (Executed) (127199529.1)#page4.tif source=Bradshaw - Trademark Security Agreement (Executed) (127199529.1)#page5.tif source=Bradshaw - Trademark Security Agreement (Executed) (127199529.1)#page6.tif source=Bradshaw - Trademark Security Agreement (Executed) (127199529.1)#page7.tif source=Bradshaw - Trademark Security Agreement (Executed) (127199529.1)#page8.tif source=Bradshaw - Trademark Security Agreement (Executed) (127199529.1)#page9.tif source=Bradshaw - Trademark Security Agreement (Executed) (127199529.1)#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”) dated October 21, 2021, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of JPMORGAN CHASE BANK, N.A. (“JPMorgan”) as Administrative Agent (the “Administrative Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, BRADSHAW PARENT, INC., a Delaware corporation (“Holdings”), PROJECT HOME ALONE MERGER CORP., a Delaware corporation and wholly-owned subsidiary of Holdings, which on the Closing Date, shall be merged with BRADSHAW INTERNATIONAL PARENT CORP., a Delaware corporation (the “Company” and, following the consummation of the Merger, the “Borrower”), each Guarantor from time to time party thereto, JPMorgan, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), Swing Line Lender and L/C issuer, each Lender from time to time party thereto and the other parties thereto have entered into the Credit Agreement, dated as of October 21, 2021 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (excluding any Excluded Property) (the “Collateral”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party

under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This IP Security Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This IP Security Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. This IP Security Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

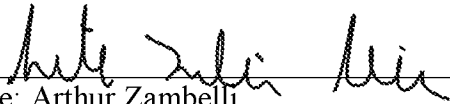
SECTION 7. Severability. If any provision of this IP Security Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this IP Security Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 8. Termination. Upon the occurrence of the events described in Section 10.10 of the Credit Agreement with respect to any or all Grantors or Collateral, the applicable security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the applicable Grantor or Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, Lien and security interest in the applicable Collateral under this IP Security Agreement all in accordance with the terms of the Credit Agreement and the Security Agreement.

[Signature Pages Follow]

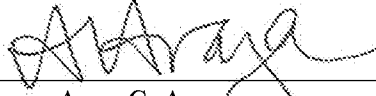
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**BRADSHAW INTERNATIONAL, INC.,
BUTLER HOME PRODUCTS, LLC,
CLEAN ONES CORPORATION,**
each as Initial Grantor

By: 
Name: Arthur Zambelli
Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____



Name: Anna C. Araya
Title: Executive Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007468 FRAME: 0488

SCHEDULE A





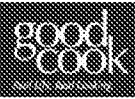


United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	MARK	App. No.	Reg. No.	Status
Bradshaw International, Inc.	CASABELLA	74/694,711	1976718	Registered
Bradshaw International, Inc.	CASABELLA	76/276,018	2651483	Registered
Bradshaw International, Inc.	CASABELLA	77/237,612	3483529	Registered
Bradshaw International, Inc.	CASABELLA CLEAN & DESIGN	77/433,589	3717367	Registered
Bradshaw International, Inc.	COLOR IT CLEAN	85/306,231	4451718	Registered
Bradshaw International, Inc.	COPPER POWER	87/503,248	5698165	Registered
Bradshaw International, Inc.	EXACT EGG BOILER	86/906,151	5201097	Registered
Bradshaw International, Inc.	FLIP	85/306,311	4292914	Registered
Bradshaw International, Inc.	GARLIC PREP 'N STORE	85/768,615	5038107	Registered
Bradshaw International, Inc.	GRATE 'N STORE	85/768,619	4585170	Registered
Bradshaw International, Inc.	GROOK	76/499,395	2950921	Registered
Bradshaw International, Inc.	I-DUSTER	85/812,470	4380086	Registered
Bradshaw International, Inc.	INFUSE	88/199,739	6257629	Registered
Bradshaw International, Inc.	IT'S NOT YOUR MOTHER'S	85/192,649	3989991	Registered
Bradshaw International, Inc.	KIND	88/084,854	6289884	Registered
Bradshaw International, Inc.	KIND	88/981,617	6429720	Registered
Bradshaw International, Inc.	KIND	88/530,213		Allowed
Bradshaw International, Inc.	KIND	88/980,454	6324229	Registered
Bradshaw International, Inc.	KIND	88/212,201		Allowed
Bradshaw International, Inc.	MAGNET BROOM	74/677,823	1966965	Registered
Bradshaw International, Inc.	MAGNET CLOTH	76/646,008	3395298	Registered




Registered owner/ Grantor	MARK	App. No.	Reg. No.	Status
Bradshaw International, Inc.	MICROEGG	85/306,247	4292913	Registered
Bradshaw International, Inc.	MORE CLEAN. LESS WASTE.	88/819,481		Allowed
Bradshaw International, Inc.	NEON	86/373,591	4861889	Registered
Bradshaw International, Inc.	ONDA	76/656,307	3468453	Registered
Bradshaw International, Inc.	PEEL 'N SLIDE	85/768,627	4646777	Registered
Bradshaw International, Inc.	PEPPER GRIND 'N MEASURE	85/768,633	4833844	Registered
Bradshaw International, Inc.	QUICK DUST	85/947,655	4728211	Registered
Bradshaw International, Inc.	QUICK SCRUB	85/451,573	4720489	Registered
Bradshaw International, Inc.	RADIUS	87/503,242	5991554	Registered
Bradshaw International, Inc.	SALT GRIND 'N MEASURE	85/768,631	4838532	Registered
Bradshaw International, Inc.	SINK SIDER	77/216,296	3487248	Registered
Bradshaw International, Inc.	SMART SCRUB	85/311,414	4292925	Registered
Bradshaw International, Inc.	SPIN 'N DRY MOP	86/906,142	5201096	Registered
Bradshaw International, Inc.	SPOTLESS	85/768,595	4637686	Registered
Bradshaw International, Inc.	SUCKER GRIPS	85/306,320	4298745	Registered
Bradshaw International, Inc.	SWIVEL-IT	77/311,108	3677159	Registered
Bradshaw International, Inc.	WATERBLOCK	86/381,944	4983987	Registered
Bradshaw International, Inc.	WAYCLEAN	77/265,207	3778547	Registered
Bradshaw International, Inc.	WRING LEADER	76/487,512	2854762	Registered
Butler Home Products, LLC	Design Only (Butler)	73/572,466	1,403,189	Registered
Butler Home Products, LLC	BUTLER and Design	74/087,428	1,717,106	Registered
Butler Home Products, LLC	SHORT SHOVEL	74/197,795	1,700,604	Registered
Butler Home Products, LLC	SCRUB BOB	74/215,286	1,789,888	Registered

Registered owner/ Grantor	MARK	App. No.	Reg. No.	Status
Butler Home Products, LLC	CHAM-IT	74/379,704	1,873,302	Registered
Butler Home Products, LLC	SUPER MOP	74/471,520	1,900,232	Registered
Butler Home Products, LLC	POWER BRUSH	74/622,404	2,009,054	Registered
Butler Home Products, LLC	STEP-ON-IT	75/033,216	2,078,081	Registered
Butler Home Products, LLC	DUSTALL	75/810,871	2,582,962	Registered
Butler Home Products, LLC	NEAT SWEEP	75/874,366	2,505,422	Registered
Butler Home Products, LLC	CLEANALL	78/297,097	2,875,000	Registered
Butler Home Products, LLC	SQUIRT	76/502,800	2,905,363	Registered
Butler Home Products, LLC	MOP IN A BOX	78/234,518	2,980,201	Registered
Butler Home Products, LLC	BROOM IN A BOX	78/234,525	2,962,662	Registered
Butler Home Products, LLC	LOVE 2 CLEAN Design	85/059,666	4,023,641	Registered
Butler Home Products, LLC	BLISS	85/475,674	4,219,433	Registered
Butler Home Products, LLC	DUET	85/475,695	4,219,434	Registered
Butler Home Products, LLC	FOAM SHIELD	85/475,708	4,369,366	Registered
Butler Home Products, LLC	ULTRA GRIP	85/475,715	4,219,704	Registered
Butler Home Products, LLC	LOVING HANDS (91207905)	85/771,954	4,741,538	Registered
Butler Home Products, LLC	COMFORT CHOICE	77/195,918	3,423,921	Registered
Butler Home Products, LLC	COMFORT FOAM TECHNOL- OGY	77/194,785	3,413,691	Registered
Butler Home Products, LLC	EVERCARE	75/979,353	2398760	Registered
Butler Home Products, LLC	FIRM SWEEP	85/203,180	4,132,752	Registered
Butler Home Products, LLC	FUR ERASE	85/508,656	4,310,227	Registered
Butler Home Products, LLC	GENTLE SWEEP	85/203,159	4,132,751	Registered
Bradshaw Evercare Hold- ings, LLC	MAGIK BRUSH	74/458,302	1,856,783	Registered
Butler Home Products, LLC	OPTIMESH	78/291,722	3,012,046	Registered

Registered owner/ Grantor	MARK	App. No.	Reg. No.	Status
Butler Home Products, LLC	PREMIUM CHOICE	77/194,773	3,427,896	Registered
Butler Home Products, LLC	PREMIUM PROTECTION TECHNOLOGY	77/198,123	3,423,928	Registered
Butler Home Products, LLC	READYERASE	85/188,718	4,161,879	Registered
Butler Home Products, LLC	SAFE TRIM SYSTEM	77/646,841	3,624,963	Registered
Butler Home Products, LLC	SENSITIVE CHOICE	77/195,978	3,423,923	Registered
Butler Home Products, LLC	SUPER TAC II	75/301,467	2,174,850	Registered
Butler Home Products, LLC	SUPER TAC II	73/609,897	1,457,453	Registered
Butler Home Products, LLC	ULTIMATE CHOICE	77/195,954	3,423,922	Registered
Butler Home Products, LLC	ULTIMATE GUARD TECH- NOLOGY	77/194,797	3,413,692	Registered
Butler Home Products, LLC	SATIN TOUCH	87/195,195	5,199,764	Registered
Butler Home Products, LLC	ULTRA FLEX	87/505,796	5,662,329	Registered
Clean Ones Corporation	CLEAN & SIMPLE	86/606,585	4,966,141	Registered
Clean Ones Corporation	SPLASH COMPLEMENTS	86/451,412	4,906,006	Registered
Clean Ones Corporation	SPLASH	86/460,657	4,772,898	Registered
Clean Ones Corporation	WORKIN' GLOVES	86/016,876	4,608,225	Registered
Clean Ones Corporation	WATER DROPLETS LOGO	86/050,980	4,498,133	Registered
Clean Ones Corporation	SPLASH	78/395,863	3,003,936	Registered
Butler Home Products, LLC	CROSS WAVE	77/669,406	3,729,877	Registered
Clean Ones Corporation	FOR CLEAN HANDS ON DIRTY JOBS	73/743,062	1,530,902	Registered
Butler Home Products, LLC	CLEAN ONES	73/742,968	1,540,533	Registered
Butler Home Products, LLC	PRO-MAXX	88/233,284	6,195,837	Registered
Butler Home Products, LLC	GRAB & GO! GLOVES	88/330,180		Allowed
Butler Home Products, LLC	EVERCARE	88/859,194		Published
Clean Ones Corporation	PHTHALATE FREE & DE- SIGN	88/132,922	5,773,757	Registered
Butler Home Products, LLC	RHINO STRENGTH	88/854,827		Published
Butler Home Products, LLC	RHINO STRENGTH & Design	88/854,839		Published
Bradshaw International Inc.	HYBRID TOUCH	90/681,694		Pending

Registered owner/ Grantor	MARK	App. No.	Reg. No.	Status
Bradshaw International, Inc.	BRIGHT BUYS	74/404,792	1,983,228	Registered
Bradshaw International, Inc.		76/033,499	2,605,507	Registered
Bradshaw International, Inc.		76/254,055	2,581,780	Registered
Bradshaw International, Inc.		72/422,698	965,485	Registered
Bradshaw International, Inc.	BONNY	74/626,099	1,976,111	Registered
Bradshaw International, Inc.	COOK 'N POUR	78/322,769	2,979,483	Registered
Bradshaw International, Inc.		78/552,642	3,240,492	Registered
Bradshaw International, Inc.	PRO FRESHIONALS	78/725,780	3,138,980	Registered
Bradshaw International, Inc.	SAFECUT	78/873,658	3,213,144	Registered
Bradshaw International, Inc.	ORBI (STANDARD CHARACTER)	78/803,241	3,183,681	Registered
Bradshaw International, Inc.	BAKE-N-TAKE	78/803,223	3,215,256	Registered
Bradshaw International, Inc.	BAKE-A-BOWL ¹	86065951	4786453	Registered
Bradshaw International, Inc.		77/003,902	3,382,441	Registered
Bradshaw International, Inc.	YUM! GADGETS	77/334,608	3,588,432	Registered
Bradshaw International, Inc.	AIR PERFECT	77/395,504	3,507,835	Registered
Bradshaw International, Inc.		77/397,190	3,727,094	Registered
Bradshaw International, Inc.	LUNCH & MUNCH	77/512,506	3,800,189	Registered
Bradshaw International, Inc.	GOOD COOK PRECISION (STANDARD CHARACTER)	77/527,326	3,677,637	Registered
Bradshaw International, Inc.	GOOD COOK TOUCH	77/847,432	4,056,840	Registered
Bradshaw International, Inc.	RANGEPRO	85/278,286	4,116,204	Registered
Bradshaw International, Inc.	SMART SCOOP	85/331,164	4,080,134	Registered
Bradshaw International, Inc.	OVEN FRESH	85/366,162	4,140,358	Registered
Bradshaw International, Inc.	SWEET CREATIONS	85/389,975	4,768,898	Registered
Bradshaw International, Inc.	 (Color mark for frying pan)	85/414,493	4,207,948	Registered
Bradshaw International, Inc.	GOODCOOK	85/842,855	4,764,932	Registered
Bradshaw International, Inc.	PROFRESHIONALS	86/187,374	4,709,406	Registered
Bradshaw International, Inc.	PERFECT SAUTÉ	87/143,208	5,180,356	Registered
Bradshaw International, Inc.	SUPER EASY OPEN	76/640,714	3,137,336	Registered
Bradshaw International, Inc.	MEALS ON THE RUN	77/896,310	3,855,983	Registered
Bradshaw International, Inc.	CLICK & FRESH	77/460,886	3,546,528	Registered
Bradshaw International, Inc.	GOURMET SOLUTIONS	85/436,462	4,356,219	Registered
Bradshaw International, Inc.	GOURMET SOLUTIONS	76/492,633	2,833,941	Registered

¹ Grantor has elected to abandon this trademark, which will not be renewed and will be allowed to lapse.

Registered owner/ Grantor	MARK	App. No.	Reg. No.	Status
Bradshaw International, Inc.	TABLE READY FOOD STORAGE	85/464,824	4,248,895	Registered
Bradshaw International, Inc.	LOVE 2 COOK	87/673,471	5,657,303	Registered
Bradshaw International, Inc.	GOBOTTLE	87/698,187		Pending
Bradshaw International, Inc.		87/698,181	5,549,239	Registered
Bradshaw International, Inc.	DON'T TOSS IT WASH IT! ²	86418316	4743476	Registered
Bradshaw International, Inc.	GREEN SOLUTIONS	85091174	4030037	Registered
Bradshaw International, Inc.	BEST EVER BAKEWARE	88/272,678	5,910,803	Registered
Bradshaw International, Inc.		88/684,132		Pending
Bradshaw International, Inc.	GOODCOOK EVERYWARE	88/636,675	6,087,218	Registered
Bradshaw International, Inc.	SMARTFIT	88/923,483	6,365,942	Registered
Bradshaw International, Inc.	THERE'S ONE IN EVERY KITCHEN	90/357,479		Pending
Bradshaw International, Inc.	BRADSHAWCOMMERCIAL	90/366,920		Pending
Bradshaw International, Inc.	GOODCOOK READY	90/586,972		Pending
Bradshaw International, Inc.	HOTCOOKING BANDS	77/046,762	3,380,221	Registered
Bradshaw International, Inc.	ARCHITEC	88/086,331	5,714,706	Registered
Bradshaw International, Inc.	ECO SMART	77/652,695	4,368,765	Registered
Bradshaw International, Inc.	RECIPE ROCK	85/434,038	4,215,347	Registered
Bradshaw International, Inc.	ARCHITEC HOMEGROWN GOURMET PRODUCTS	86/415,689	4,865,482	Registered
Bradshaw International, Inc.	RESTORE A WHOLESOME FUTURE	86/378,740	4,771,767	Registered
Bradshaw International, Inc.	SAVOR CUBE TRAYS	86/376,811	4,712,586	Registered
Bradshaw International, Inc.	TSP	86/459,027	4,974,062	Registered
Bradshaw International, Inc.	MADEIRA	85/017,991	4,298,522	Registered
Bradshaw International, Inc.		85/548,617	4,213,779	Registered
Bradshaw International, Inc.	goodcook koffē	90/806,843		Pending
Bradshaw International, Inc.	BOSHEL	90/717,151		Pending