

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM698426

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Tranzonic Companies		12/29/2021	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NXT Capital, LLC, as Agent		
<b>Street Address:</b>	191 North Wacker Drive, 30th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6233918	PHARMA-CHOICE	
<b>Registration Number:</b>	6228059	LOL LOTS OF LICKS	
<b>Registration Number:</b>	6228060	SNIFF-EEZ	
<b>Registration Number:</b>	6376311	FURMATOLOGY	
<b>Registration Number:</b>	6405150	PROKIDS	
<b>Serial Number:</b>	88533497	OPTIFY	
<b>Serial Number:</b>	88533583	KODA	
<b>Serial Number:</b>	88352022	TOUGHWORKS	
<b>Serial Number:</b>	97016424	GREEN MONSTER	
<b>Serial Number:</b>	97006924	COBALT BLUE	
<b>Serial Number:</b>	97006965	WICKED AWESOME	
<b>Serial Number:</b>	97006991	BLUE GUARD	
<b>Serial Number:</b>	97003857	NOVA-TECH	
<b>Serial Number:</b>	97003880	VISION 20	
<b>Serial Number:</b>	97003922	ULTIMATE 70	
<b>Serial Number:</b>	97004033	FREE-SAT	
<b>Serial Number:</b>	97004091	SELECT-SAT	
<b>Serial Number:</b>	97004187	GRAB-EEZ	
<b>Serial Number:</b>	97004230	TACKY TRAXX	

CH \$540.00 6233918

Property Type	Number	Word Mark
Serial Number:	97004292	BEE-SAFE
Serial Number:	90611657	VIRTU-CLEAN

# **CORRESPONDENCE DATA**

**Fax Number:** 3129021061

*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:** 312-577-8438

**Email:** raquel.haleem@katten.com

**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman

**Address Line 1:** 525 West Monroe Street

**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	12/29/2021

# **Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 29th day of December, 2021, by The Tranzonic Companies, an Ohio corporation (“**Grantor**”), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “**Grantee**”):

### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement, dated as of March 27, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of March 27, 2018, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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, Grantor agrees as follows:

1. Incorporation of Collateral Agreement. The Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (other than Excluded Property) (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

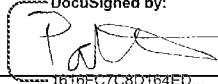
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

[Signature Page Follows]


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

**THE TRANZONIC COMPANIES**, an Ohio  
corporation

By:  DocuSigned by:  
Name: Patrick Fitzmaurice  
Title: Chief Financial Officer and Vice President

Agreed and Accepted  
As of the Date First Written Above:

**NXT CAPITAL, LLC**, as Agent

By:   
Name: Jeff White  
Title: Vice President

**SCHEDULE 1**

**Trademark Registrations**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
PHARMA-CHOICE	6233918	12/29/20	USPTO
LOL LOTS OF LICKS	6228059	12/22/20	USPTO
SNIFF-EEZ	6228060	12/22/20	USPTO
FURMATOLOGY	6376311	6/8/21	USPTO
PROKIDS	6405150	6/29/21	USPTO

**Trademark Applications**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Jurisdiction</b>
OPTIFY	88533497	7/24/19	USPTO
KODA	88533583	7/24/19	USPTO
TOUGHWORKS	88352022	3/22/19	USPTO
GREEN MONSTER	97016424	9/8/21	USPTO
COBALT BLUE	97006924	9/1/21	USPTO
WICKED AWESOME	97006965	9/1/21	USPTO
BLUE GUARD	97006991	9/1/21	USPTO
NOVA-TECH	97003857	8/31/21	USPTO
VISION 20	97003880	8/31/21	USPTO
ULTIMATE 70	97003922	8/31/21	USPTO
FREE-SAT	97004033	8/31/21	USPTO
SELECT-SAT	97004091	8/31/21	USPTO
GRAB-EEZ	97004187	8/31/21	USPTO
TACKY TRAXX	97004230	8/31/21	USPTO
BEE-SAFE	97004292	8/31/21	USPTO
VIRTU-CLEAN	90611657	3/30/21	USPTO