

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700159

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Quality Enterprises, Inc.		01/05/2022	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as collateral agent		
Street Address:	10 S. Dearborn Street		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87168381	MAKE THINGS BETTER	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	045494-0187		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	01/06/2022		
Total Attachments: 9			
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source=2021 First Quality - Trademark Security Agreement [Executed] (128745512.1)#page2.tif			
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source=2021 First Quality - Trademark Security Agreement [Executed] (128745512.1)#page9.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 5, 2022 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each a "Grantor" and collectively, the "Grantors") in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the benefit of the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain Fourth Amended And Restated Loan Agreement dated as of January 5, 2022 by and among First Quality Products, Inc. ("Products"), First Quality Hygienic, Inc. ("Hygienic"), First Quality Tissue, LLC ("Tissue"), First Quality International, Inc. ("International"), First Quality Enterprises, Inc. ("Enterprises"), Nutek Disposables, Inc. ("Nutek"), First Quality Baby Products, LLC ("Baby Products"), First Quality Water & Beverage, LLC ("Beverage"), First Quality Consumer Products, LLC ("Consumer Products"), My Friendly Neighbor, LLC ("Friendly Neighbor"), First Quality Retail Services, LLC ("Retail Services"), FQT Holding Company, LLC ("Tissue Holding"), First Quality Tissue SE, LLC ("Tissue SE"), First Quality International (Canada), LLC ("FQ Canada"), First Quality Global, Inc. ("FQG"), FQG Holding, LLC ("FQG Holding"), FQP&P, LLC ("FQP&P"), 80 Cuttermill SN, LLC ("Cuttermill"), FQG Europe, Inc. ("FQG Europe"), First Quality Packaging Solutions, LLC ("Packaging"), First Quality Canada, Inc. ("First Quality Canada, Inc."), Fempro Consumer Products ULC ("Fempro"), 601 Allendale Road, LLC ("Allendale"), 69 Green Mountain Road, LLC ("Green Mountain"), the Additional Borrowers party thereto (together with the aforementioned parties, the "Borrowers"), the Lenders party thereto, the Agent, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein; and

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantors previously entered into a Security Agreement dated as of June 29, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between each of the Grantors and the Agent, pursuant to which each of the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

all service marks, trademarks, service mark and trademark registrations, trade names, and trademark and service mark applications, including, without limitation, the service mark and trademark registrations and applications listed on Schedule A hereto and made a part hereof, but not including Excluded Collateral even if listed on such Schedule A and (a) the goodwill of the business connected with the use thereof and symbolized thereby, (b) all renewals thereof, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present, or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world (collectively, "Trademarks").

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any Trademark application filed in the United States Patent and Trademark Office on the basis of any Grantor's intent to use such Trademark unless and until evidence of such Grantor's use in commerce (within the meaning of The Lanham Act, 15 U.S.C. §§ 1051 et seq.) thereof has been filed in the United States Patent and Trademark Office.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

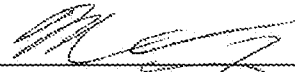
THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

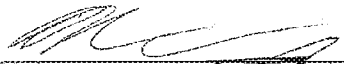
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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.


FIRST QUALITY BABY PRODUCTS, LLC,
as Grantor

By: 
Name: Moshe Oppenheim
Title: ~~Asst~~ Secretary

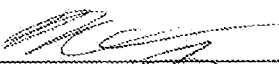
FIRST QUALITY PRODUCTS, INC.,
as Grantor

By: 
Name: Moshe Oppenheim
Title: Asst Secretary


FIRST QUALITY TISSUE, LLC,
as Grantor

By: 
Name: Moshe Oppenheim
Title: Secretary

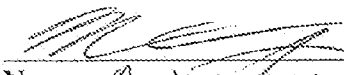
FIRST QUALITY ENTERPRISES, INC.,
as Grantor

By: 
Name: Moshe Oppenheim
Title: Asst Secretary


FIRST QUALITY RETAIL SERVICES, LLC,
as Grantor

By: 
Name: Moshe Oppenheim
Title: Security

FEMPRO CONSUMER PRODUCTS ULC,
as Grantor


By: 
Name: Moshe Oppenheim
Title: Security

NUTEK DISPOSABLES, INC.,
as Grantor

By: 
Name: Moshe Oppenheim
Title: Asst. Security

Accepted and Agreed:

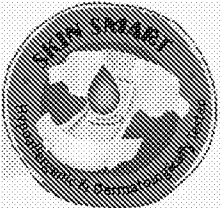
JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Gregory Martin
Title: Executive Director

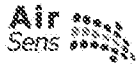
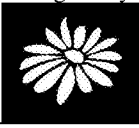

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
EARTH & EDEN	87769825 1/25/2018	6463885 8/24/2021	Registered	First Quality Baby Products, LLC
FIT GRIP	87143351 8/18/2016	6064458 5/26/2020	Registered	First Quality Baby Products, LLC
24/7 PREVAIL ENURSE 	88583487 8/19/2019	---	Pending	First Quality Products, Inc.
BODYCURVE	87407071 4/11/2017	6195478 11/10/2020	Registered	First Quality Products, Inc.
BREEZERS360°	87484960 6/12/2017	5908622 11/12/2019	Registered	First Quality Products, Inc.
Design Only 	90081156 7/29/2020	6288456 3/9/2021	Registered	First Quality Products, Inc.
DOUBLESORB DOUBLESORB	87475394 6/5/2017	6034130 4/14/2020	Registered	First Quality Products, Inc.
ENURSE ENURSE	88583419 8/19/2019	---	Pending	First Quality Products, Inc.
EXPANDEX	87475464 6/5/2017	6034131 4/14/2020	Registered	First Quality Products, Inc.
MICROCLIMATE CARE	87130368 8/8/2016	5997379 2/25/2020	Registered	First Quality Products, Inc.

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
NGB	87475500 6/5/2017	6266902 2/9/2021	Registered	First Quality Products, Inc.
PERFECT-FIT DESIGN	87983161 10/26/2017	6108440 7/21/2020	Registered	First Quality Products, Inc.
PREVAIL	87281694 12/27/2016	6420072 7/13/2021	Registered	First Quality Products, Inc.
PREVAIL AIR	87126152 8/3/2016	5991471 2/18/2020	Registered	First Quality Products, Inc.
PREVAIL AIR PLUS	87453876 5/17/2017	6200721 11/17/2020	Registered	First Quality Products, Inc.
PREVAIL CONTINENCE COACH PREVAIL CONTINENCE COACH	90075958 7/27/2020	---	Pending	First Quality Products, Inc.
SILKY-SOFT	77983327 12/2/2009	5398444 2/13/2018	Registered	First Quality Products, Inc.
SKIN SMART HYPOALLERGENIC & DERMATOLOGICALLY TESTED 	87771965 1/26/2018	6486547 9/14/2021	Registered	First Quality Products, Inc.
SKINNOURISH	87059254 6/3/2016	6008173 3/10/2020	Registered	First Quality Products, Inc.
SKINSMART	87004619 4/18/2016	6283269 3/2/2021	Registered	First Quality Products, Inc.
BIG LOVABLE PANDA BIG LOVABLE PANDA	87650202 10/18/2017	6428532 7/20/2021	Registered	First Quality Tissue, LLC
DURAWEAVE DURAWEAVE	88586795 8/21/2019	6007811 3/10/2020	Registered	First Quality Tissue, LLC

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
MORE TO LOVE MORE TO LOVE	87651545 10/19/2017	6130700 8/18/2020	Registered	First Quality Tissue, LLC
NAPKIN READY NAPKIN READY	86891463 1/29/2016	5961764 1/14/2020	Registered	First Quality Tissue, LLC
PANDA ULTRA PREMIUM 	90711676 5/14/2021	---	Pending	First Quality Tissue, LLC
PLENTY PLENTY	87357715 3/3/2017	5885792 10/15/2019	Registered	First Quality Tissue, LLC
ROLL WITH THE MOST ROLL WITH THE MOST	87650220 10/18/2017	6119356 8/4/2020	Registered	First Quality Tissue, LLC
STROFTEST STROFTEST	87652239 10/19/2017	6428534 7/20/2021	Registered	First Quality Tissue, LLC
MAKE THINGS BETTER	87168381 9/12/2016	6428443 7/20/2021	Registered	First Quality Enterprises, Inc.
FETCHERS FETCHERS	87279571 12/23/2016	6130602 8/18/2020	Registered	First Quality Retail Services, LLC
ODOR GUARD	86888394 1/27/2016	6019126 3/24/2020	Registered	First Quality Retail Services, LLC
SKINFRESH BREATHABLE LAYER	87453750 5/17/2017	6373211 6/1/2021	Registered	First Quality Retail Services, LLC
TRUE CARE	87438810 5/5/2017	6380523 6/8/2021	Registered	First Quality Retail Services, LLC
AIR SENS	88055375 7/27/2018	5892555 10/22/2019	Registered	Fempro Consumer Products ULC

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
AIR SENS 	88073938 8/10/2018	5892628 10/22/2019	Registered	Fempro Consumer Products ULC
Design Only 	87374145 3/16/2017	6315848 4/6/2021	Registered	Fempro Consumer Products ULC
FITFOAM	87715877 12/11/2017	6434812 7/27/2021	Registered	Fempro Consumer Products ULC
INCOGNITO 	87352694 2/28/2017	6315843 4/6/2021	Registered	Fempro Consumer Products ULC
TRI-FORM	85980468 6/1/2010	4456679 12/24/2013	Registered	Nutek Disposables, Inc.