

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WAXMAN INDUSTRIES, INC.		10/30/2018	Corporation: DELAWARE
WAXMAN USA, INC.		10/30/2018	Corporation: DELAWARE
WAXMAN INDUSTRIAL GROUP, INC.		10/30/2018	Corporation: DELAWARE
WAXMAN CONSUMER PRODUCTS GROUP, INC.		10/30/2018	Corporation: DELAWARE
LEAKSMART, INC.		10/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	2361 MORSE ROAD		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43229		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	0885724	MR. FLAPPER	
Registration Number:	2325795	SOFTTOUCH	
Registration Number:	3878365	PERFECT FLUSH	
Registration Number:	3925776	SHOWERSENSE BY BODY MOODS	
Registration Number:	2478282	SILENT FLUSH	
Registration Number:	2488196	DURA BRIGHT	
Registration Number:	2567408	BODY MOODS	
Registration Number:	4246176	EZ STAY	
Registration Number:	2663095	W	
Registration Number:	2671991	W	
Registration Number:	2677557	W	
Registration Number:	2683199	W	
Registration Number:	0959654	PLUMB CRAFT	
Registration Number:	2810331	EZ SLIDERS	

OP \$840.00 0885724

Property Type	Number	Word Mark
Registration Number:	1795479	PLUMBKING
Registration Number:	1822584	SILENT SAM
Registration Number:	1824318	SPRAY SENSATIONS
Registration Number:	4609942	LEAKSMART BY WAXMAN
Registration Number:	2975446	HYDROSPIN
Registration Number:	1919552	AQUALIFE
Registration Number:	4893212	FOR EVERY KIND OF DIRTY.
Registration Number:	4975102	MONITOR. DETECT. CONTROL.
Registration Number:	4989585	LEAKSMART
Registration Number:	1988909	SUPER SLIDERS
Registration Number:	3126839	EXPERIENCE THE SENSATION OF SPIRALING WA
Registration Number:	5060835	MAXCLEAN
Registration Number:	5065039	TWISTJET SPIRALING WATER TECHNOLOGY
Registration Number:	3166521	THE DOOR STOPS HERE!
Registration Number:	3178412	TITAN
Registration Number:	3220700	RAINSPLASH
Registration Number:	5186681	KLEEN FREAK
Registration Number:	2075697	PLUMBER'S CHOICE
Registration Number:	3276981	THE DRENCH ZONE

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: 216.348.5712

Email: ipmailbox@mcdonaldhopkins.com

Correspondent Name: Todd A. Benni

Address Line 1: 600 SUPERIOR AVENUE EAST, SUITE 2100

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	34659-00008
NAME OF SUBMITTER:	Donielle Robinson
SIGNATURE:	/donielle robinson/
DATE SIGNED:	03/30/2022

Total Attachments: 7
source=10227016#page1.tif
source=10227016#page2.tif
source=10227016#page3.tif
source=10227016#page4.tif
source=10227016#page5.tif
source=10227016#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of October 30, 2018, is made by and among **WAXMAN INDUSTRIES, INC.**, a Delaware corporation, **WAXMAN USA, INC.**, a Delaware corporation, **WAXMAN INDUSTRIAL GROUP, INC.**, a Delaware corporation, **WAXMAN CONSUMER PRODUCTS GROUP, INC.**, a Delaware corporation, and **LEAKSMART, INC.**, a Delaware corporation (the "**Grantors**," and each, a "**Grantor**") in favor of **THE HUNTINGTON NATIONAL BANK** (the "**Lender**"), a national banking association.

WHEREAS, the Grantors have entered into an Amended and Restated Credit and Security Agreement dated as of October 30, 2018 (the "**Loan Agreement**"), with the Lender.

WHEREAS, under the terms of the Loan Agreement, the Grantors have granted to the Lender a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement for recording with government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 1 hereto, and the unregistered trademarks used by Grantors, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(c) the copyright registrations and applications exclusively licensed to such Grantor set forth in Schedule 1 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for

past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

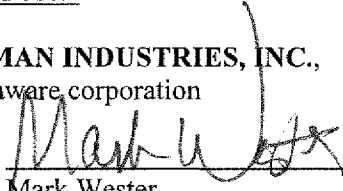
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

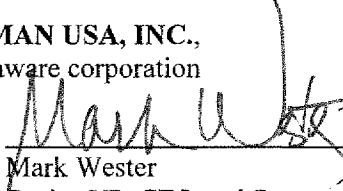
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

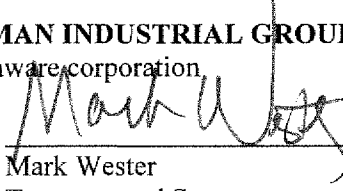
WAXMAN INDUSTRIES, INC.,
a Delaware corporation

By: 
Name: Mark Wester
Title: Senior VP, CFO and Secretary

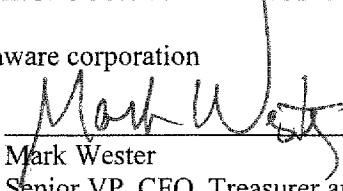
WAXMAN USA, INC.,
a Delaware corporation

By: 
Name: Mark Wester
Title: Senior VP, CFO and Secretary

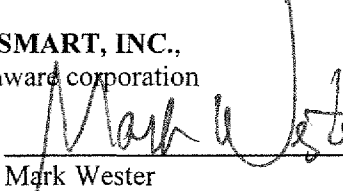
WAXMAN INDUSTRIAL GROUP, INC.,
a Delaware corporation

By: 
Name: Mark Wester
Title: Treasurer and Secretary

**WAXMAN CONSUMER PRODUCTS GROUP,
INC.,**
a Delaware corporation


By: 
Name: Mark Wester
Title: Senior VP, CFO, Treasurer and Secretary

LEAKSMART, INC.,
a Delaware corporation

By: 
Name: Mark Wester
Title: Senior VP, CFO and Secretary

AGREED TO AND ACCEPTED:

THE HUNTINGTON NATIONAL BANK

By: 
Name: Heather Woh
Title: Vice President

Signature Page to Intellectual Property Security Agreement