

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conair LLC		04/27/2022	Limited Liability Company: DELAWARE
Conair Consumer Products ULC		04/27/2022	Unlimited Liability Company: CANADA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as administrative agent		
Street Address:	900 W. Trade Street		
Internal Address:	Gateway Village-900 Building NC1-026-06-04		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97298750	WARING COMMERCIAL XPRESS	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	27465.00096		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	07/19/2022		

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Total Attachments: 8

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**U.S. FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SUPPLEMENT**

This U.S. FIRST LIEN TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of April 27, 2022 (this “IP Security Agreement Supplement”), by Conair LLC, a Delaware limited liability company, and Conair Consumer Products ULC, a Nova Scotia unlimited liability company (each, a “Grantor”), in favor of Bank of America, N.A., as administrative agent, security trustee and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain First Lien Term Loan U.S. Pledge and Security Agreement, dated as of May 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors party thereto and the Administrative Agent. The First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in First Lien Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Term Loan Agreement, dated as of May 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Term Loan Agreement”), by and among ASP Conair Intermediate Holdings LLC, a Delaware limited liability company, as Holdings, Conair Holdings LLC, a Delaware limited liability company (the “Borrower”), the lenders from time to time party thereto (the “First Lien Lenders”) and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Term Loan Agreement, each Grantor and the Administrative Agent have entered into that certain U.S. First Lien Term Loan Intellectual Property Security Agreement, dated as of May 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) which was recorded at the United States Patent and Trademark Office on May 26, 2021 at Reel/Frame No. 056336/0166 and on May 28, 2021 at Reel/Frame No. 7301/0544. Under the terms of the Security Agreement, each Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein shall have the meanings specified in the Security Agreement (including any terms defined therein by reference).

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its rights, title and interest in, to or under all of the following assets (collectively, the “Additional IP Collateral”):

- A. all Trademarks listed on Schedule I hereto;
- B. all Patents listed on Schedule II hereto; and
- C. all Copyrights listed on Schedule III;

in each case, solely to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “Additional IP Collateral” (and any component definition thereof) shall not include any Excluded Asset.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP Collateral are more fully set forth in the Security

Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** THIS IP SECURITY AGREEMENT SUPPLEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS IP SECURITY AGREEMENT SUPPLEMENT (WHETHER IN TORT, IN CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE), SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. **Jurisdiction.** The consent to jurisdiction, consent to service of process, venue and waiver of jury trial provisions set forth in Section 7.15 and Section 7.16 of the Security Agreement shall apply to this IP Security Agreement Supplement, *mutatis mutandis*, to the same extent as if fully set forth herein.

SECTION 6. **Counterparts.** This IP Security Agreement Supplement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this IP Security Agreement Supplement (each, a "Communication"), including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each party hereto agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on each party hereto to the same extent as a manual, original signature and that, subject to the Legal Reservations (as defined in the First Lien Credit Agreement), any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of each party hereto enforceable in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single Communication. For the avoidance of doubt, the authorization under this Section 6 may include use or acceptance by the Administrative Agent of a manually signed paper Communication which has been converted into electronic form (such as scanned into ".pdf" format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's (as defined in the First Lien Credit Agreement) business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. The Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format, unless expressly agreed to by the Administrative Agent pursuant to the terms hereof or procedures approved by it; provided, that, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent and each of the Secured Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any party hereto without further verification and (b) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be as promptly as commercially practicable followed by such manually executed counterpart. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

SECTION 7. **Recordation.** Each Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable Governmental Authority record this IP Security Agreement Supplement.

SECTION 8. **Release.** This IP Security Agreement Supplement shall continue in effect until the Termination Date, and the Liens granted hereunder shall automatically be released in the circumstances described in Article 8 of the First Lien Term Loan Agreement. In connection with any such termination or release, the Administrative Agent shall promptly execute (if applicable) and deliver to such Grantor, at such

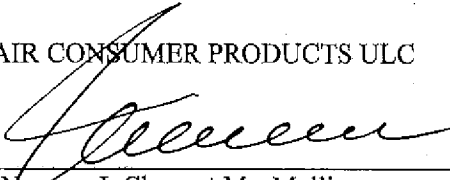
Grantor's expense, all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent's security interest in the IP Collateral in accordance with Section 7.12 of the Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

CONAIR CONSUMER PRODUCTS ULC

By: _____


Name: J. Clement MacMullin
Title: General Manager

CONAIR LLC

By: _____

Name: Richard G. Sobel
Title: Senior Vice President, General Counsel &
Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

CONAIR CONSUMER PRODUCTS ULC

By:

Name: J. Clement MacMullin

Title: General Manager

CONAIR LLC

By:



Name: Richard G. Sobel

Title: Senior Vice President, General Counsel &
Secretary

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

REGISTERED OWNER	APPLICATION NUMBER	TRADEMARK
CONAIR LLC	97298750	WARING COMMERCIAL XPRESS (Design Mark)

CANADIAN TRADEMARK REGISTRATIONS

None.

CANADIAN TRADEMARK APPLICATIONS

REGISTERED OWNER	APPLICATION NUMBER	TRADEMARK
CONAIR CONSUMER PRODUCTS ULC	2161586	SKN BY CONAIR

SCHEDULE II

U.S. PATENTS

None.

U.S. PATENT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE
Conair LLC	17694763	HANDHELD FOOD BLENDER WITH MULTIPLE ATTACHMENTS
Conair LLC	17546206	FOOD PROCESSOR HAVING EXTERNAL SLICING DISC ADJUSTMENT

U.S. DESIGN PATENT APPLICATIONS

None.

CANADIAN PATENTS

None.

CANADIAN PATENT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE
Conair LLC	211019	AIR FILTRATION APPARATUS
Conair LLC	211018	AIR FILTRATION APPARATUS

CANADIAN PENDING INDUSTRIAL DESIGNS

None.

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS

None.

U.S. COPYRIGHT APPLICATIONS

None.

CANADIAN COPYRIGHT REGISTRATIONS

None.

CANADIAN COPYRIGHT APPLICATIONS

None.