

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frost Oral Care LLC		07/26/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	4 New York Plaza, 17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	97314092	BIRTHDAY CAKE	
Serial Number:	97343282	BUBBLEGUM BURST	
Serial Number:	97343369	CHOCOLATE MILK	
Registration Number:	6760406	FROST ORAL CARE	
Serial Number:	90756873	FROST ORAL CARE	
Serial Number:	97348928	FROST THE POLAR BEAR	
Serial Number:	97346340	FROST'S PAW OF APPROVAL	
Serial Number:	97343480	MADE BY SNOW	
Serial Number:	97343526	RUSH TO BRUSH	
Serial Number:	97346296	SMILE CARE MADE FOR KIDS	
Serial Number:	97342039	WATERMELON SLUSHIE	
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:	2024547625		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Julia Birgen		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		

OP \$290.00 97314092

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1746213

NAME OF SUBMITTER: Dawn Oschmann

SIGNATURE: /Dawn Oschmann/

DATE SIGNED: 07/28/2022

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of July 26, 2022, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and FROST ORAL CARE LLC, a Delaware limited liability company (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Grantor (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Amended and Restated Credit Agreement by and among Lender, Grantor, and the other parties thereto, dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”). Lender is willing to make the Loans to the Grantor but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Credit Agreement), by and among Lender, Grantor and the other parties thereto, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

7. Governing Law. This 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 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures included on the following page]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

Frost Oral Care LLC
C/O Snow Capital Group LLC
4401 E Baseline Rd
Suite 103
Phoenix, AZ 85042

FROST ORAL CARE LLC
By SNOW CAPITAL GROUP LLC,
its Manager

DocuSigned by:
By: Josh Elizetoe
Name: Josh Elizetoe...
Title: Manager

LENDER:

Address:

JPMorgan Chase Bank, N.A.
Middle Market Servicing
10 South Dearborn, Floor L2
Suite IL1-1145
Chicago, IL, 60603-2300
Attention: Commercial Lending Services
Email:
chase.borrower.request@jpmchase.com

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

With a copy to:

JPMorgan Chase Bank, N.A.
383 Madison Ave, Floor 22
New York, NY 10017
Attention: Grace Mahood
E-mail: grace.mahood@jpmorgan.com

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

Frost Oral Care LLC
C/O Snow Capital Group LLC
4401 E Baseline Rd
Suite 103
Phoenix, AZ 85042

FROST ORAL CARE LLC
By SNOW CAPITAL GROUP LLC,
its Manager


By: _____
Name: Josh Elizetxe
Title: Manager

LENDER:

Address:

JPMorgan Chase Bank, N.A.
Middle Market Servicing
10 South Dearborn, Floor L2
Suite IL1-1145
Chicago, IL, 60603-2300
Attention: Commercial Lending Services
Email:
chase.borrower.request@jpmchase.com

JPMORGAN CHASE BANK, N.A.

By:  _____
Name: Grace Mahood
Title: Vice President

With a copy to:

JPMorgan Chase Bank, N.A.
383 Madison Ave, Floor 22
New York, NY 10017
Attention: Grace Mahood
E-mail: grace.mahood@jpmorgan.com

EXHIBIT A

Copyrights

<u>Owner</u>	<u>Title</u>	<u>Registration</u>	<u>Registration Date</u>
Frost Oral Care, LLC	"Frost Oral Care Photograph's"	VAu001467506	04/04/2022

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Registration/Serial Number</u>	<u>Registration Date/ Filing Date</u>
Frost Oral Care, LLC	"BIRTHDAY CAKE"	United States	97314092	03/15/2022
Frost Oral Care, LLC	"BUBBLEGUM BURST"	United States	97343282	04/01/2022
Frost Oral Care, LLC	"CHOCOLATE MILK"	United States	97343369	04/01/2022
Frost Oral Care, LLC	"FROST ORAL CARE & Bear Design" 	United States	6760406/ 97111514	06/14/2022/ 11/05/2021
Frost Oral Care LLC	"FROST ORAL CARE"	United States	90756873	06/06/2021
Frost Oral Care, LLC	"FROST THE POLAR BEAR"	United States	97348928	04/06/2022
Frost Oral Care, LLC	"FROST'S PAW OF APPROVAL"	United States	97346340	04/04/2022
Frost Oral Care, LLC	"MADE BY SNOW"	United States	97343480	04/01/2022
Frost Oral Care, LLC	"RUSH TO BRUSH"	United States	97343526	04/01/2022
Frost Oral Care, LLC	"SMILE CARE MADE FOR KIDS"	United States	97346296	04/04/2022
Frost Oral Care, LLC	"WATERMELON SLUSHIE"	United States	97342039	04/01/2022