

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM761241

<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>
SCENTSICLES SEASONAL PRODUCTS CO., LLC		10/05/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	350 South Grand Avenue		
<b>Internal Address:</b>	Suite 3850		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4380202	IT'S A WONDERFUL PINE	
<b>Registration Number:</b>	4391447	MAKE TREES SMELL FRESH-CUT	
<b>Registration Number:</b>	6043584	PEAR IN A PINE TREE	
<b>Registration Number:</b>	4148201	SCENTSICLES	
<b>Registration Number:</b>	4391445	SNOW BERRY WREATH LIMITED EDITION	
<b>Registration Number:</b>	4380203	TWO DASHES OF CINNAMON	
<b>Registration Number:</b>	4391448	WHITE WINTER FIR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2156562498		
<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>			
<b>Phone:</b>	215-656-3381		
<b>Email:</b>	pto.phil@dlapiper.com		
<b>Correspondent Name:</b>	IP GROUP OF DLA PIPER LLP (US)		
<b>Address Line 1:</b>	ONE LIBERTY PLACE		
<b>Address Line 2:</b>	1650 MARKET ST. SUITE 5000		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	William L. Bartow		

CH \$190.00 4380202

<b>SIGNATURE:</b>	/William L. Bartow/
<b>DATE SIGNED:</b>	10/14/2022
<b>Total Attachments: 6</b> source=MCCP_National Tree - Trademark Security Agreement (Fifth Amendment) [executed]#page1.tif source=MCCP_National Tree - Trademark Security Agreement (Fifth Amendment) [executed]#page2.tif source=MCCP_National Tree - Trademark Security Agreement (Fifth Amendment) [executed]#page3.tif source=MCCP_National Tree - Trademark Security Agreement (Fifth Amendment) [executed]#page4.tif source=MCCP_National Tree - Trademark Security Agreement (Fifth Amendment) [executed]#page5.tif source=MCCP_National Tree - Trademark Security Agreement (Fifth Amendment) [executed]#page6.tif	

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of October 5, 2022 (this “Security Interest”), is made by SCENTSICLES SEASONAL PRODUCTS CO., LLC, a Delaware limited liability company (the “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), with principal offices at 350 South Grand Avenue, Suite 3850, Los Angeles, CA 90071 (the “Grantee”).

**WHEREAS**, the Grantor and Grantee have entered into or become party to those certain Credit Agreement, Security Agreement, and Pledge Agreement, each dated as of November 15, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Documents”); and

**WHEREAS**, the Credit Documents require the Grantor to execute and deliver this Security Interest.

**NOW, THEREFORE**, in consideration of the premises in the Credit Documents and herein and in order to ensure compliance with the Credit Documents, the receipt and sufficiency of which are hereby acknowledged by the Grantor and Grantee, the Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the definitions given to them in the Credit Documents.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** As security for the prompt and complete payment and performance when due of all of its Obligations, Grantor does hereby pledge and grant to the Grantee, in each case for the benefit of the Secured Creditors, a continuing security interest in all of the right, title and interest of such Grantor in, to and under all of the following, or in which or to which such Grantor has any rights, in each case whether now existing or hereafter from time to time acquired (the “Trademark Collateral”):

(i) all Trademarks and all licenses providing for the grant by or to such Grantor of any right under any Trademark, in each case, including, without limitation, those referred to on Schedule A hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

As used herein, "Trademarks" shall mean all right, title and interest in and to any trademarks, service marks and trade names now held or hereafter acquired by any Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by any Grantor, which are registered or filed in the United States Patent and Trademark Office, as well as any unregistered trademarks and service marks used by any Grantor, and any trade dress including logos, designs, fictitious business names and other business identifiers used by any Grantor; provided that in each case, "Trademarks" shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use application or any registration that issues from such intent-to-use application under applicable federal law.

**SECTION 3. Recordation.** The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

**SECTION 4. Credit Documents.** The security interest granted pursuant to this Security Interest is granted in conjunction with the security interest granted to the Grantee pursuant to the Credit Documents, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

**SECTION 5. Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Grantee and Grantor further agrees that Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of Grantor with respect to all Trademark Collateral.

**SECTION 6. Counterparts; Telecopied Signatures.** This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be executed and delivered by facsimile or electronic transmission all with the same force and effect as if the same was a fully executed and delivered original executed counterpart hereof.

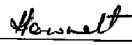
**SECTION 7. Governing Law.** The validity, interpretation and enforcement of this Security Interest and any dispute arising out of or in connection with this Security Interest, whether sounding in contract, tort, equity or otherwise, shall be governed by the internal laws (as opposed to the conflicts of law provisions other than Section 5-1401 of the New York General Obligations Law) and decisions of the State of New York.

**SECTION 8. Miscellaneous.** This Security Interest shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective permitted successors and assigns. The Grantee may, in accordance with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. Grantor may not (other than in accordance with the terms and conditions of the Credit Documents) assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

*[Remainder of Page Intentionally Left Blank; Signatures Follow]*

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

SCENTSICLES SEASONAL PRODUCTS CO.,  
LLC,  
as Grantor

By:   
Name: HARI KRISHNAMURTHY  
Title: CEO

*[Signature Page to Trademark Security Agreement (National Tree – Scentsicles)]*

PNC BANK, NATIONAL ASSOCIATION,  
as Collateral Agent and Grantee

By: 


Name: Robin Van Matton

Title: SVP

*[Signature Page to Trademark Security Agreement (National Tree – Scentsicles)]*

**TRADEMARK**  
**REEL: 007868 FRAME: 0464**

**SCHEDULE A**

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status	Owner
IT'S A WONDERFUL PINE	85814216 Jan 2, 2013	4380202 Aug 6, 2013	Registered	Scentsicles Seasonal Products Co., LLC
MAKE TREES SMELL FRESH- CUT	85814205 Jan 2, 2013	4391447 Aug 27, 2013	Registered	Scentsicles Seasonal Products Co., LLC
PEAR IN A PINE TREE	88305717 Feb 18, 2019	6043584 Apr 28, 2020	Registered	Scentsicles Seasonal Products Co., LLC
SCENTSICLES	77546243 Aug 13, 2008	4148201 May 29, 2012	Registered	Scentsicles Seasonal Products Co., LLC
SNOW BERRY WREATH LIMITED EDITION (and design)	85814188 Jan 2, 2013	4391445 Aug 27, 2013	Registered	Scentsicles Seasonal Products Co., LLC
				
TWO DASHES OF CINNAMON	85814219 Jan 2, 2013	4380203 Aug 6, 2013	Registered	Scentsicles Seasonal Products Co., LLC
WHITE WINTER FIR	85814210 Jan 2, 2013	4391448 Aug 27, 2013	Registered	Scentsicles Seasonal Products Co., LLC