OP \$340.00 6092430

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM808723

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REMINGTON PRODUCTS COMPANY		05/05/2023	Corporation: OHIO
STABLE STEP LLC		05/05/2023	Limited Liability Company: OHIO
COMFORTECH INNOVATIONS GROUP, LLC		05/05/2023	Limited Liability Company: OHIO
CURREX LLC		05/05/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	NXT CAPITAL, LLC, AS AGENT
Street Address:	191 N. WACKER DR., 30TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark	
Registration Number:	6092430	ENERGIZE BY FOOT PETALS	
Registration Number:	6086593	FLAT SOCKS	
Registration Number:	5864242	NUSOLE	
Registration Number:	6901216	PROTECH	
Registration Number:	6901215	DOCTOR HOY'S NATURAL PAIN RELIEF	
Registration Number:	6125547	POWER THROUGH, POWER ON	
Registration Number:	6176548	ARCHMAP	
Registration Number:	6055095	FUSION RECOVERY FOOTWEAR	
Registration Number:	6020585	RELIEF AT THE SPEED OF LIGHT	
Registration Number:	5963422		
Registration Number:	5840214	SPORT-TECH	
Registration Number:	6009165	SUPPORTSTP	
Registration Number:	6130653	FEEL BETTER PERFORM BETTER	

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CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300 Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.303
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	05/08/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

May 5, 2023

WHEREAS, each of the undersigned grantors (each, a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>"), owns one or more of the Trademarks listed on <u>Schedule 1</u> annexed hereto and is a party to one or more of the Trademark Licenses, if any, listed on <u>Schedule 1</u> annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of June 13, 2019 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among, *inter alia*, Remington Products Company, an Ohio corporation, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and NXT Capital, LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of June 13, 2019 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among the Grantors, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), each Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired (provided, for the avoidance of doubt, that the Trademark Collateral shall not include any Excluded Property (as defined in the Collateral Agreement)):

- (i) each Trademark (as defined in the Collateral Agreement) owned by such Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (ii) each Trademark License (as defined in the Collateral Agreement) to which such Grantor is a party, including, without limitation, each Trademark License, if any, identified in <u>Schedule 1</u> hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

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(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by such Grantor, including, without limitation, any Trademark referred to in <u>Schedule 1</u> hereto, or licensed by such Grantor under any Trademark License, including, without limitation, any Trademark License, if any, identified in <u>Schedule 1</u> hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTORS

CURREX LLC, a Delaware limited liability company
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/// // ////
By: //#//////////////////////////////////
Name: R.J. Valentine
Title: Chief Financial Officer
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STABLE STEP LLC, an Ohio limited liability
company
A A Market Market Commission of the Commission o
3 //////////////////////////////////
By:
Name: K.J. Valentine Title: Chief Financial Officer
ine: Onei Financiai Officer
REMINGTON PRODUCTS COMPANY, an Ohio
corporation
Corporation
Bv: ////
Name: R.J. Valentine
Title: Chief Financial Officer
THE Until Financial Officer
COMFORTECH INNOVATIONS GROUP, LLC,
an Ohio limited lightly company
an Onto intreg-naointy-company
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By:
Name: RJ. Valéntine
Title: Chief Financial Officer

Acknowledged:

NXT CAPITAL, LLC, as Agent

By:
Name: Jeff Wate
Title: Director

SCHEDULE 1

to

Trademark Security Agreement

TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE	GRANTOR
ENERGIZE BY FOOT PETALS	88530110	6092430	06/30/20	Remington Products Company
FLAT SOCKS	88300542	6086593	06/23/20	Remington Products Company
NUSOLE	88144182	5864242	09/17/19	Comfortech Innovations Group, LLC
PROTECH	97314471	6901216	11/15/22	Stable Step LLC
DOCTOR HOY'S NATURAL PAIN RELIEF	97314432	6901215	11/15/22	Stable Step LLC
POWER THROUGH POWER ON	88351826	6125547	08/11/20	Stable Step LLC
ARCHMAP	88663918	6176548	10/13/20	Stable Step LLC
FUSION RECOVERY FOOTWEAR	88588472	6055095	05/12/20	Stable Step LLC
RELIEF AT THE SPEED OF LIGHT	88517143	6020585	03/24/20	Stable Step LLC
[Design only]	88429028	5963422	01/14/20	Stable Step LLC
SPORT-TECH	87519844	5840214	08/20/19	Stable Step LLC
SUPPORTSTP	88269159	6009165	03/10/20	Currex LLC
FEEL BETTER PERFORM BETTER	87469226	6130653	08/18/20	Currex LLC

TRADEMARK LICENSES

None.

RECORDED: 05/08/2023

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