

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM833449

<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>
Combe Incorporated		08/07/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	106 Corporate Park Drive		
<b>City:</b>	White Plains		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10604		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3496068		
<b>Registration Number:</b>	1293845	ASTROGLIDE	
<b>Registration Number:</b>	5830103	ASTROGLIDE ORGANIX	
<b>Registration Number:</b>	6630573	ASTROGLIDE QUIVER	
<b>Registration Number:</b>	6914491	ASTROGLIDE ROCKET FUEL	
<b>Registration Number:</b>	6783635	ASTROGLIDE SATISFY	
<b>Registration Number:</b>	6828703	ASTROGLIDE SPRAY 'N GLIDE	
<b>Registration Number:</b>	5783022	ASTROGLIDE VERGE	
<b>Registration Number:</b>	7013880	BIOSHELL	
<b>Registration Number:</b>	6191596	TOY 'N JOY	
<b>Registration Number:</b>	6993050	TOY 'N JOY FINISHER	
<b>Registration Number:</b>	5783021	VERGE	
<b>Registration Number:</b>	2670095	ASTROGLIDE PHYSICIAN'S FORMULA	
<b>Serial Number:</b>	97690764	ASTROGLIDE LUBE +	
<b>Serial Number:</b>	97690731	ASTROGLIDE LUBE PLUS	
<b>Serial Number:</b>	90304064	PLAYMATES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

CH \$415.00 3496068

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2124552592  
**Email:** jnull@stblaw.com  
**Correspondent Name:** Courtney Welshimer  
**Address Line 1:** 425 Lexington Avenue  
**Address Line 4:** New York, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	509265/1861
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<b>NAME OF SUBMITTER:</b>	J. Jason Mull
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<b>SIGNATURE:</b>	/J. Jason Mull/
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<b>DATE SIGNED:</b>	08/21/2023
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**Total Attachments: 5**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 7, 2023 is made by Combe Incorporated, a Delaware corporation, with an address at 1101 Westchester Avenue, White Plains, NY 10604 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national association with an address at 106 Corporate Park Drive, White Plains, NY 10604, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders parties to the Amended and Restated Credit Agreement, dated as of August 5, 2014 (as amended by Amendment No. 1 to Credit Agreement, dated as of September 23, 2014, Amendment No. 2 to Credit Agreement, dated as of April 14, 2015, Amendment No. 3 to Credit Agreement and Amendment No. 1 to Guarantee and Collateral Agreement, dated as of March 31, 2017, Amendment No. 4 to Credit Agreement and Pledge Agreement, dated as of November 16, 2018, Amendment No. 5 to Credit Agreement, dated as of October 31, 2019, Amendment No. 6 to Credit Agreement, dated as of July 15, 2012, Amendment No. 7 to Amended and Restated Credit Agreement, dated as of December 14, 2022, and Amendment No. 8 to Amended and Restated Credit Agreement, dated as of June 23, 2023, and as further amended, supplemented or otherwise modified from time to time, the "Amended Credit Agreement"), among the Grantor, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Amended Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Amended Credit Agreement, the Grantor has previously executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of August 5, 2014, in favor of the Administrative Agent for the ratable benefit of the Secured Parties (as amended by Amendment No. 3 to Credit Agreement and Amendment No. 1 to Guarantee and Collateral Agreement, dated as of March 31, 2017, together with all further amendments and modifications, if any, from time to time thereafter made thereto, the "Existing Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Existing Guarantee and Collateral Agreement, the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks of such Grantor;

WHEREAS, all security interests created and arising under the Existing Guarantee and Collateral Agreement remain in full force and effect under the Amended Credit Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Amended Credit Agreement and the Existing Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby reaffirms its pledge and grant of a security interest in all of the Grantor's right, title and interest in and to the Trademarks in the Existing Guarantee and Collateral Agreement, and pledges and grants a security interest in all of the Grantor's right, title and interest in and to the Trademarks (including, without limitation, those items listed on Schedule A hereto, but excluding any Trademarks that are Excluded Collateral) of such Grantor to the Administrative Agent for the ratable benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of re-recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Existing Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Existing Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Amended Credit Agreement and the Existing Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Existing Guarantee and Collateral Agreement, the terms of the Existing Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COMBE INCORPORATED

By:   
Name: ANTHONY M. SANTISI  
Title: SENIOR VP / GENERAL COUNSEL

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Secured Parties


By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COMBE INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Secured Parties

By:  \_\_\_\_\_  
Name: Amy U. Lessner  
Title: Authorized Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Current Record Owner</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Reg. No.</b>
Combe Incorporated	(Design only)	78917397	3496068
Combe Incorporated	ASTROGLIDE	73427234	1293845
Combe Incorporated	ASTROGLIDE LUBE	97690764 <sup>1</sup>	
Combe Incorporated	ASTROGLIDE LUBE PLUS	97690731 <sup>2</sup>	
Combe Incorporated	ASTROGLIDE ORGANIX	88059953	5830103
Combe Incorporated	ASTROGLIDE QUIVER	90629117	6630573
Combe Incorporated	ASTROGLIDE ROCKET FUEL	97008912	6914491
Combe Incorporated	ASTROGLIDE SATISFY	90651540	6783635
Combe Incorporated	ASTROGLIDE SPRAY 'N GLIDE	90390664	6828703
Combe Incorporated	ASTROGLIDE VERGE	87866203	5783022
Combe Incorporated	BIOSHELL	97041788	7013880
Combe Incorporated	PLAYMATES	90304064 <sup>3</sup>	
Combe Incorporated	TOY 'N JOY	88804136	6191596
Combe Incorporated	TOY 'N JOY FINISHER	97012330	6993050
Combe Incorporated	VERGE	87866157	5783021
Combe Incorporated	ASTROGLIDE PHYSICIAN'S FORMULA	76265519	2670095

<sup>1</sup> This is an intent-to-use trademark application and is not included in the Collateral until a Statement of Use or Amendment to Allege Use is filed and accepted by the United States Patent and Trademark Office.

<sup>2</sup> This is an intent-to-use trademark application and is not included in the Collateral until a Statement of Use or Amendment to Allege Use is filed and accepted by the United States Patent and Trademark Office.

<sup>3</sup> This is an intent-to-use trademark application and is not included in the Collateral until a Statement of Use or Amendment to Allege Use is filed and accepted by the United States Patent and Trademark Office.