

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
colorado living limited liability company		08/31/2023	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Old Second National Bank		
Street Address:	333 West Wacker Drive, Suite 1010		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86958506	1, DAY, BATH	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<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:	312.258.5677		
Email:	TMDocket@afslaw.com		
Correspondent Name:	Thomas K. Juffernbruch		
Address Line 1:	233 South Wacker Drive, Suite 7100		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	454023.00005		
NAME OF SUBMITTER:	Thomas K. Juffernbruch		
SIGNATURE:	/Thomas K. Juffernbruch/		
DATE SIGNED:	08/31/2023		
Total Attachments: 17			
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PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of August 31, 2023 by colorado living limited liability company, a Colorado limited liability company ("Debtor"), in favor of Old Second National Bank ("Bank").

WITNESSETH:

WHEREAS, CC 1 NBT Holdings LLC, a Delaware limited liability company ("Holdings"), SageHome, LLC, a Delaware limited liability company (f/k/a CC 1 NBT Operations LLC) (the "Company"), Midwest Bath Company, L.L.C., an Iowa limited liability company ("NBT Midwest"), CareFree Home Pros LLC, a Connecticut limited liability company ("CareFree"; Holdings, the Company, NBT Midwest, CareFree and Debtor) are referred to herein, collectively, as "Loan Parties" and, each individually, as a "Loan Party", and Bank are parties to that certain Credit Agreement dated as of April 29, 2022 (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to that certain Joinder Agreement dated as of August 31, 2023 between Debtor and Bank, Debtor agreed to become a Loan Party under the Credit Agreement and to assume all of the obligations of a Loan Party thereunder; and

WHEREAS, it is a condition to the Acquisition by the Company of the Equity Interests of Debtor constituting a Permitted Acquisition under the Credit Agreement, and Bank's commitments to make certain loans and extensions of credit to Borrowers under the Credit Agreement, that Debtor enter into this Agreement;

NOW THEREFORE, in consideration of the premises, the terms and conditions contained herein, and of any loans or extensions of credit heretofore, now or hereafter made to or for the benefit of any one or more of the Borrowers by Bank, and for other consideration the receipt and adequacy of which are hereby acknowledged, Debtor and Bank hereby agree as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. Grant of Security Interest, Etc. To secure the complete and timely satisfaction of all Obligations Debtor hereby grants to Bank a security interest in and to all of Debtor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements

thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Debtor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Patents”);

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which Debtor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(iii) all Debtor’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether Debtor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Debtor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “Patent and Copyright Licenses”);

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Debtor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”);

(v) all Debtor’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether Debtor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Debtor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as “Trademark Licenses”; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as “Licenses”); and

(vi) the goodwill of Debtor's business connected with and symbolized by the Marks.

Notwithstanding anything to the contrary herein, in no event shall the security interest granted pursuant to this Section 2 attach to any Excluded Property.

3. Restrictions on Future Agreements. Debtor agrees and covenants that until the Obligations shall have been satisfied in full (other than (i) Unasserted Contingent Indemnification Claims, and (ii) Banking Services Obligations and Letters of Credit that, in each case, have been cash collateralized in amounts, and pursuant to agreements, in form and substance satisfactory to Bank) and the Credit Agreement shall have been terminated, Debtor will not, without Bank's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Debtor's obligations under this Agreement, and Debtor further agrees and covenants that without Bank's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Bank under this Agreement. Except for licenses in the Ordinary Course of Business or to the extent no longer material to Debtor's business, Debtor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Bank thereto.

4. Certain Covenants, Representations and Warranties of Debtor. Debtor covenants, represents and warrants (to the best of Debtor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to Debtor) that: (i) the Patents, Marks, Copyrights and Licenses (except as to any thereof which is no longer material to Debtor's business) are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned (except as to any thereof which is no longer material to Debtor's business), whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and Debtor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of Debtor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) Debtor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to Debtor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature (other than Permitted Liens), and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature (other than Permitted Liens) arising by, through or under Debtor, in each case except for (A) rights granted by Debtor pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Bank pursuant to this Agreement or the other Loan Documents; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such material items in which Debtor has any right, title or interest; (vii)

Debtor has the unqualified right to enter into this Agreement and perform its terms; (viii) Debtor will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to Debtor's business); and (ix) Debtor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Debtor shall (i) obtain rights to any new and material patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any material patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Debtor shall give to Bank prompt written notice thereof. Debtor hereby authorizes Bank to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Bank to make any such notation shall not limit or affect the obligations of Debtor or rights of Bank hereunder.

6. **Royalties; Terms.** Debtor hereby agrees that the security interest of Bank in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Debtor such smaller geographic location if any is specified for Debtor's use in the applicable License) and, without any liability for royalties or other related charges from Bank to Debtor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations and termination of the Credit Agreement.

7. **Inspection.** In accordance with the terms of the Credit Agreement, Bank shall have the right to inspect Debtor's premises and to examine Debtor's books, records and operations, including, without limitation, Debtor's quality control processes. From and after the occurrence and during the continuance of an Event of Default and notice by Bank to Debtor of Bank's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, Debtor agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Debtor under the Marks consistent with the quality of products now manufactured by Debtor.

8. **Termination of Debtor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Obligations (other than (i) Unasserted Contingent Indemnification Claims, and (ii) Banking Services Obligations and Letters of Credit that, in each case, have been cash collateralized in amounts, and pursuant to agreements, in form and substance satisfactory to Bank) and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to any of the

other Loan Documents, the security interest granted hereunder shall automatically be extinguished. Bank shall, at the request of Debtor and at Debtor's reasonable expense, execute and deliver to Debtor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Bank's security interest granted to Bank pursuant to this Agreement, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Bank.

9. Duties of Debtor. Except to the extent the same is no longer reasonably viable to protect or advance Debtor's business, Debtor shall have the duty, in its reasonable discretion (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by Debtor. Except to the extent the same is no longer reasonably viable to protect or advance Debtor's business, Debtor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Bank.

10. Bank's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Bank shall commence any such suit, Debtor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents reasonably required by Bank in aid of such enforcement, and Debtor shall promptly, upon demand, reimburse and indemnify Bank for all reasonable costs and expenses incurred by Bank in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Debtor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Debtor shall execute and deliver to Bank, at any time or times hereafter at the request of Bank, all papers (including, without limitation, any as may be deemed desirable by Bank for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Bank), as Bank may reasonably request, to evidence Bank's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Bank's rights under this Agreement.

15. **Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Bank's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Debtor hereby constitutes and appoints Bank as Debtor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of an Event of Default, to (i) endorse Debtor's name on all applications, documents, papers and instruments determined by Bank as necessary or desirable for Bank in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Bank deems in good faith to be in the best interest of Bank, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Credit Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Debtor hereby releases Bank from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Bank under the powers of attorney granted herein.

16. **Binding Effect; Benefits.** This Agreement shall be binding upon Debtor and its respective successors and assigns and shall inure to the benefit of Bank and its respective successors, assigns and nominees.

17. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS

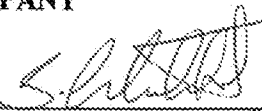
AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

**COLORADO LIVING LIMITED LIABILITY
COMPANY**

By: 
Name: STUART WHITFORD
Title: AUTHORIZED REPRESENTATIVE

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

OLD SECOND NATIONAL BANK

By: _____
Name: Thomas Karle
Title: Senior Vice President

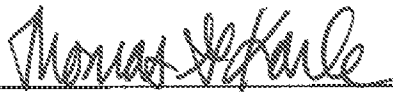
IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

COLORADO LIVING LIMITED LIABILITY COMPANY

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

OLD SECOND NATIONAL BANK

By:  _____
Name: Thomas Karie
Title: Senior Vice President

Schedule A
Patents and Patent Applications

None.

Schedule B

Copyrights

Registered: None

Non-registered: Any rights under U.S. Copyright laws applicable to all content on the websites located at the domains, listed below in Schedule D, including but not limited to:

- a. copyrights to any and all web pages and content on the web pages,
- b. pay layouts for the website,
- c. all databases generated for the website,
- d. online forms and scripts used at the website, and
- e. all banners or other advertisements

Schedule C
Patent and Copyright Licenses

None.

Schedule D
Trademarks, Service Marks

Trademarks:

Registered Mark	Country	Registration Number
1 Day Bath	USA	86958506

Domain names:

getcoloradoliving.com
Jacuzzibathremodelofcoloradosprings.com
Jacuzzibathremodelofsaltlakecity.com
Jacuzzibathremodelofdenver.com
Jacuzzibathremodelofcheyenne.com
Jacuzzibathremodelofstgeorge.com
1daybath.com
1daybaths.com
jbroftherockies.com
jbrofutah.com
onedaybath.com
onedaybath.today
onedaybathalabama.com
onedaybathalaska.com
onedaybatharkansas.com
onedaybathcalifornia.com
onedaybathcolorado.com
onedaybathconnecticut.com
onedaybathdelaware.com
onedaybathflorida.com
onedaybathgeorgia.com
onedaybathhawaii.com
onedaybathidaho.com
onedaybathillinois.com
onedaybathindiana.com
onedaybathiowa.com
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onedaybathlouisiana.com
onedaybathmaine.com
onedaybathmaryland.com
onedaybathmassachusetts.com

onedaybathmichigan.com
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onedaybathnewhampshire.com
onedaybathnewjersey.com
onedaybathnewmexico.com
onedaybathnewyork.com
onedaybathnorthcarolina.com
onedaybathnorthdakota.com
onedaybathoklahoma.com
onedaybathoregon.com
onedaybathpennsylvania.com
onedaybathrhodeisland.com
onedaybathroom.com
onedaybaths.com
onedaybathsouthcarolina.com
onedaybathsouthdakota.com
onedaybathtennessee.com
onedaybathtexas.com
onedaybathutah.com
onedaybathvermont.com
onedaybathvirginia.com
onedaybathwashington.com
onedaybathwestvirginia.com
onedaybathwisconsin.com
onedaybathwyoming.com

Schedule E
Trademark Licenses

None.

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

STATE OF)
) SS.
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that colorado living limited liability company, a Colorado limited liability company (“Debtor”), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated as of August 31, 2023 (the “Collateral Agreement”) between Debtor and Old Second National Bank (“Bank”), hereby, during the occurrence and continuance of an Event of Default, appoints and constitutes Bank its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor at and during the time periods specified in the Collateral Agreement:


1. Assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Bank may in its sole discretion determine.

[signatures appear on next page]

This power of attorney is made pursuant to that certain Credit Agreement, dated as of April 29, 2022, among Debtor, the other Loan Parties (as defined therein) and Bank and may not be revoked until the payment in full of all liabilities and obligations of Loan Parties under such Credit Agreement.

**COLORADO LIVING LIMITED LIABILITY
COMPANY**

By: 
Name: STUART WHITEFORD
Title: AUTHORIZED REPRESENTATIVE