

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM864368

<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>
Consumer Product Partners, LLC		12/28/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., as Administrative Agent		
<b>Street Address:</b>	110 N Wacker Dr., 8th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4142435	DIP-IT	
Registration Number:	3757865	ESSENTIAL GROOMING GEAR	
Registration Number:	3546716	FLAG & SAIL	
Registration Number:	5753273	FORM + FUNCTION	
Registration Number:	2763159	ICE MINT	
Registration Number:	2401345	ICEBERG BLUE	
Registration Number:	1997803		
Registration Number:	4477907	NUTRILOCK	
Registration Number:	4999696	OMNIPOD	
Registration Number:	2515061	PURETEST	
Registration Number:	2295835	PURETEST	
Registration Number:	2506782	PURETEST	
Registration Number:	4681241	SALON EFFECTS	
Registration Number:	5342016	SIMPLY U	
Registration Number:	5342024	SIMPLY U	
Registration Number:	5371802	SIMPLY U	
Registration Number:	5371803	SIMPLY U	
Registration Number:	6309593	SOLAR PLEX	
Registration Number:	2006918	SPRING MINT	
		<b>TRADEMARK</b>	

Property Type	Number	Word Mark
Registration Number:	2355539	SWAN
Registration Number:	2417799	SWAN
Registration Number:	2299149	SWAN
Registration Number:	1522360	SWAN
Registration Number:	2140304	SWAN

**CORRESPONDENCE DATA**

Fax Number: 2149813400

*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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 027729-30017

**NAME OF SUBMITTER:** Dusan Clark

**SIGNATURE:** /Dusan Clark/

**DATE SIGNED:** 12/28/2023

**Total Attachments: 7**

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source=Vi-Jon - Trademark Security Agreement (Consumer Product Partners, LLC) [Executed] 4879-5159-6953 1#page7.tif

*The liens and security interests securing the obligations as evidenced hereby are subject to the provisions of the ABL Intercreditor Agreement, dated as of December 28, 2023 (as amended or modified from time to time), by and among Bank of America, N.A., as ABL Agent and TCW Asset Management Company LLC, as Term Agent. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this agreement, the terms of the ABL Intercreditor Agreement shall govern and control.*

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### **Trademark Security Agreement**

Trademark Security Agreement (this “Trademark Security Agreement”), dated as of December 28, 2023, by Consumer Product Partners, LLC (the “Pledgor”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

#### WITNESSETH:

WHEREAS, the Pledgor is a party to that certain Security Agreement dated as of December 28, 2023 (as amended, restated or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Obligations, the Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor (collectively, the “Trademark Collateral”):

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing;

in each case other than Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security

interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

CONSUMER PRODUCT PARTNERS, LLC, as  
Pledgor

By: 

Name: Scott Mekus

Title: Vice President and Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

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

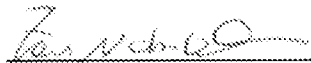
Very truly yours,

CONSUMER PRODUCT PARTNERS, LLC, as  
Pledgor

By: \_\_\_\_\_  
Name: Scott Mekus  
Title: Vice President and Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Zach Nobis-Olson  
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008302 FRAME: 0622**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark Registrations:

<b>Owner</b>	<b>Mark</b>	<b>Reg. #</b>	<b>Registered</b>	<b>Serial #</b>	<b>Filed</b>	<b>Country</b>
Consumer Product Partners, LLC	DIP-IT (003)	4,142,435	5/15/2012	85428063	9/21/2011	United States
Consumer Product Partners, LLC	ESSENTIAL GROOMING GEAR (003)	3,757,865	3/9/2010	76/677,264	5/22/2007	United States
Consumer Product Partners, LLC	FLAG & SAIL (003)	3,546,716	12/16/2008	77/464,217	5/2/2008	United States
Consumer Product Partners, LLC	FORM + FUNCTION (design)(003, 005)	5,753,273	5/14/2019	88022881	7/2/2018	United States
Consumer Product Partners, LLC	ICE MINT (005)	2,763,159	9/16/2003	76/077,641	6/22/2000	United States
Consumer Product Partners, LLC	ICEBERG BLUE (005)	2,401,345	11/7/2000	75/590,098	11/17/1998	United States
Consumer Product Partners, LLC	MISCELLANEOUS DESIGN (Bottle & Cap) (003)	1,997,803	9/3/1996	74/470,183	12/14/1993	United States
Consumer Product Partners, LLC	NUTRILOCK (003)	4,477,907	2/4/2014	85/970,227	6/26/2013	United States
Consumer Product Partners, LLC	OMNIPOD (021)	4,999,696	7/12/2016	86/629,749	5/14/2015	United States
Consumer Product Partners, LLC	PURETEST (003)	2,515,061	12/4/2001	76/193,479	1/11/2001	United States
Consumer Product	PURETEST (005)	2,295,835	11/30/1999	75/559,608	9/25/1998	United States

Partners, LLC						
Consumer Product Partners, LLC	PURETEST (Stylized) (003)	2,506,782	11/13/2001	76/193,478	1/11/2001	United States
Consumer Product Partners, LLC	SALON EFFECTS (003)	4,681,241	2/3/2015	86/302/935	6/6/2014	United States
Consumer Product Partners, LLC	SIMPLY U (003)	5,342,016	11/21/2017	87,162,167	9/6/2016	United States
Consumer Product Partners, LLC	SIMPLY U (003)(Style & design)	5,342,024	11/21/2017	87,163,130	9/7/2016	United States
Consumer Product Partners, LLC	SIMPLY U (005)	5,371,802	1/2/2018	87,461,088	5/23/2017	United States
Consumer Product Partners, LLC	SIMPLY U (005)(Style & design)	5,371,803	1/2/2018	87,461,120	5/23/2017	United States
Consumer Product Partners, LLC	SOLAR PLEX (003, 005)	6,309,593	3/30/2021	88,342,413	3/15/2019	United States
Consumer Product Partners, LLC	SPRING MINT (003)	2,006,918	10/8/1996	74/599,272	11/15/1994	United States
Consumer Product Partners, LLC	SWAN & Design (word to right of design) (003)	2,355,539	6/6/2000	75/175,615	10/2/1996	United States
Consumer Product Partners, LLC	SWAN & Design (word to right of design) (005)	2,417,799	1/2/2001	75/175,744	10/2/1996	United States
Consumer Product Partners, LLC	SWAN (003)	2,299,149	12/14/1999	75/175,614	10/2/1996	United States
Consumer Product Partners, LLC	SWAN (005)	1,522,360	1/31/1989	73/734,181	6/14/1988	United States



Consumer Product Partners, LLC	SWAN (005)	2,140,304	3/3/1998	75/175,747	10/2/1996	United States
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Trademark Applications:

Owner	Mark	Application / Serial #	Filed	Country
Consumer Product Partners, LLC	SURF LIFE (03, 05)	90/636,818	4/10/2021	United States
Consumer Product Partners, LLC	WILD TROPICS (003, 005)	90/873,179	8/9/2021	United States