

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319153

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clarion Brands, LLC		10/01/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	0717432	LIPO-FLAVONOID
Registration Number:	1514287	CYSTEX
Registration Number:	4227686	CYSTEX
Registration Number:	0747719	CERTAIN DRI
Registration Number:	1752158	ALBOLENE
Registration Number:	2416599	THE MAKEUP COMES OFF, THE MOISTURE STAYS
Registration Number:	3418319	CERTAIN DRI A.M.
Registration Number:	3343959	THE CERTAIN DRI PROTECTION SYSTEM
Registration Number:	2858645	ANTI MONKEY BUTT
Registration Number:	4010882	ANTI MONKEY BUTT
Registration Number:	2943523	
Registration Number:	4010883	
Registration Number:	3837805	
Registration Number:	3915928	
Registration Number:	4130435	SAFARI TOWELS
Registration Number:	3946310	SHOWER-TO-GO
Registration Number:	3946311	IT'S A JUNGLE OUT THERE!
Registration Number:	3946312	
Registration Number:	4443744	ABSORBINE JR.

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3967819	ABSORBINE JR.
Registration Number:	2271463	COMFORT GRIP
Registration Number:	4598203	ABSORBINE JR. PLUS

CORRESPONDENCE DATA

Fax Number: 3129021061
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: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-727
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	10/06/2014

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2014, is made by Clarion Brands, LLC, a Delaware limited liability company ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 1, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, Clarion Brands Corporation, a Delaware corporation ("Holdings"), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Holdings has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Grantor; and

WHEREAS, Holdings and Grantor are party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Grantor thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (other than any Excluded Property, but only during such time as such Collateral actually constitutes Excluded Property) (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those registrations and applications for U.S. Trademarks referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

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

(c) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the Guaranty and Security Agreement and this Trademark Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in its reasonable business judgment in connection with the Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor 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,

CLARION BRANDS, LLC

as Grantor

By: 

Name: James Berwick

Title: Chief Financial Officer

ACCEPTED AND AGREED

as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005375 FRAME: 0580

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

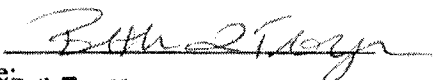
Very truly yours,

CLARION BRANDS, LLC
as Grantor

By: _____
Name: James Berwick
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Beth Troyer
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005375 FRAME: 0581

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Docket No.	Country	Case Type	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
5252-104	US	ORD	LIPO-FLAVONOID	Registered	72/109817	07-Dec-1960	0717432	27-Jun-1961
5252-106	US	ORD	CYSTEX	Registered	73/698088	30-Nov-1987	1514287	29-Nov-2008
5252-106-1	US	ORD	CYSTEX	Registered	85/489917	07-Dec-2011	4227686	16-Oct-2012
5252-108	US	ORD	CERTAIN DRI	Registered	72/138214	19-Feb-1962	0747719	02-Apr-1963
5252-109	US	ORD	ALBOLENE	Registered	74/293684	13-Jul-1992	1752158	16-Feb-1993
5252-110	US	ORD	THE MAKEUP COMES OFF, THE MOISTURE STAYS IN.	Registered	75/776641	16-Aug-1999	2416599	26-Dec-2000
5252-113	US	ORD	CERTAIN DRI A.M.	Registered	78/837527	15-Mar-2006	3418319	29-Apr-2008
5252-114	US	ORD	THE CERTAIN DRI PROTECTION SYSTEM	Registered	78/837558	15-Mar-2006	3343959	27-Nov-2007
5252-119	US	ORD	ANTI MONKEY BUTT	Registered	76/483298	17-Jan-2003	2858645	29-Jun-2004
5252-119-1	US	ORD	ANTI MONKEY BUTT	Registered	77/931499	09-Feb-2010	4010882	16-Aug-2011
5252-120	US	ORD	ANTI MONKEY BUTT DESIGN	Registered	76/586580	13-Apr-2004	2943523	26-Apr-2005
5252-120-1	US	ORD	ANTI MONKEY BUTT DESIGN	Registered	77/931672	09-Feb-2010	4010883	16-Aug-2011
5252-121	US	ORD	LADY ANTI MONKEY BUTT DESIGN	Registered	77/919895	25-Jan-2010	3837805	24-Aug-2010

Docket No.	Country	Case Type	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
5252-122	US	ORD	BABY ANTI MONKEY BUTT DESIGN	Registered	77/922495	28-Jan-2010	3915928	08 Feb-2011
5252-126	US	ORD	SAFARI TOWELS	Registered	85/078912	06-Jul-2010	4130435	24-Apr-2012
5252-127	US	ORD	SHOWER-TO-GO	Registered	85/078916	06-Jul-2010	3946310	12-Apr-2011
5252-128	US	ORD	IT'S A JUNGLE OUT THERE!	Registered	85/078926	06-Jul-2010	3946311	12-Apr-2011
5252-129	US	ORD	JUNGLE/SAFARI ANTI MONKEY BUTT DESIGN	Registered	85/078962	06-Jul-2010	3946312	12-Apr-2011
5252-138	US	ORD	ABSORBINE JR.	Registered	85/911830	23-Apr-2013	4443744	03-Dec-2013
5252-140	US	ORD	ABSORBINE JR. & Design (new logo)	Registered	85/054047	03-Jun-2010	3967819	24-May-2011
5252-141	US	ORD	COMFORT GRIP	Registered	75/357854	16-Sep-1997	2271463	24-Aug-1999
5252-142	US	ORD	ABSORBINE JR. PLUS	Registered	85/911846	23-Apr-2013	4598203	2 Sept 2014

2. TRADEMARK APPLICATIONS

None