TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380163

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fomo Products, Inc.		04/11/2016	Corporation: OHIO

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: 37

Property Type	Number	Word Mark
Registration Number:	4912590	MOBILE MAGNUM
Registration Number:	4860568	INNOVATIONS THAT IMPROVE
Registration Number:	4851429	MAGNUM
Registration Number:	4846076	MAGNUM HEATED SYSTEM
Registration Number:	4569724	COLORWISE
Registration Number:	4515688	HIGH FLOW TECHNOLOGY
Registration Number:	4293418	PRIVATE LABEL SOLUTIONS
Registration Number:	4015657	COMFORT RX
Registration Number:	4159800	HANDI-BRAND
Registration Number:	3099359	STOP AIR INFILTRATION
Registration Number:	3142280	HANDI CLEANER
Registration Number:	3141851	HANDI FLOW
Registration Number:	2647368	SILENT SEAL
Registration Number:	2675702	HANDI SEAL
Registration Number:	2641133	HANDI STICK
Registration Number:	2647367	HANDI FOAM
Registration Number:	2997497	EXPECT MORE
Registration Number:	3742121	MAGNUM HEATED SYSTEM
Registration Number:	3741859	PERFECT SEAL

OP $940.00 4912590

Property Type	Number	Word Mark
Registration Number:	2510692	HANDI-GUN
Registration Number:	3825689	HANDI-SEAL ECO FOAM
Registration Number:	3832447	HANDI-FOAM ECO FOAM
Registration Number:	3931447	SYSTEM 24B
Registration Number:	3854133	PROTECT CONSERVE IMPROVE
Registration Number:	3470408	DRY SEAL TECHNOLOGY
Registration Number:	3392382	HANDI TOOL
Registration Number:	2642827	HANDI-GUN
Registration Number:	2469144	HANDI SEAL
Registration Number:	2426406	SILENT SEAL
Registration Number:	2164237	HANDI-STICK
Registration Number:	1247077	HANDI-FOAM
Registration Number:	4050210	FOMO
Serial Number:	86938532	
Serial Number:	86794509	HANDI-GUN
Serial Number:	86794482	HANDI-GUN THE ULTIMATE WAY TO SPRAY
Serial Number:	86960968	
Serial Number:	86947436	

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.198
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	04/11/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 11, 2016, is made by Fomo Products, Inc., an Ohio corporation ("Grantor"), in favor of NXT Capital, LLC, as agent (in such capacity, "Agent") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the trademarks and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement dated as of October 23, 2015 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among ICP Adhesives and Sealants, a Delaware corporation, ICP Construction, Inc., a Massachusetts corporation, ICP Industrial Inc., an Illinois corporation, the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent;

WHEREAS, pursuant to the terms of that certain Guaranty and Collateral Agreement dated as of March 13, 2015 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of 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); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of 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:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any "intent-to-use" trademark applications filed under Section 1(b) of the Lanham Act, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto);

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(b) all extensions and renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for 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 Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Grantor, 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 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.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its 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. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

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IN WITNESS WHEREOF, 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.

FOMO PRODUCTS, INC.
as Grantor

By: _____
Name: Douglas Mattschick
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

ACKNOWLEDGED:

NXT CAPITAL, LLC,
as Agent

By: _____
Name: **Andrea Tunick**
Title: **Director**

Signature Page to Trademark Security Agreement

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE	GRANTOR
MOBILE MAGNUM	86632709	4912590	3/8/16	Fomo Products, Inc.
INNOVATIONS THAT IMPROVE	86341015	4860568	11/24/15	Fomo Products, Inc.
MAGNUM	86659378	4851429	11/10/15	Fomo Products, Inc.
MAGNUM HEATED SYSTEM	86617294	4846076	11/3/15	Fomo Products, Inc.
COLORWISE	85973042	4569724	7/15/14	Fomo Products, Inc.
HIGH FLOW TECHNOLOGY	85791241	4515688	4/15/14	Fomo Products, Inc.
PRIVATE LABEL SOLUTIONS	85590064	4293418	2/19/13	Fomo Products, Inc.
COMFORT RX	85224536	4015657	8/23/11	Fomo Products, Inc.
HANDI-BRAND	85012910	4159800	6/19/12	Fomo Products, Inc.
STOP AIR INFILTRATION	78542243	3099359	5/30/06	Fomo Products, Inc.
HANDI CLEANER	78833094	3142280	9/12/06	Fomo Products, Inc.
HANDI FLOW	78727634	3141851	9/12/06	Fomo Products, Inc.
SILENT SEAL	78076340	2647368	11/5/02	Fomo Products, Inc.
HANDI SEAL	78076338	2675702	1/14/03	Fomo Products, Inc.
HANDI STICK	78076337	2641133	10/22/02	Fomo Products, Inc.
HANDI FOAM	78076334	2647367	11/5/02	Fomo Products, Inc.
EXPECT MORE	78414095	2997497	9/20/05	Fomo Products, Inc.
MAGNUM HEATED SYSTEM	77758440	3742121	1/26/10	Fomo Products, Inc.
PERFECT SEAL	77659339	3741859	1/26/10	Fomo Products, Inc.
HANDI-GUN	78044340	2510692	11/20/01	Fomo Products, Inc.
HANDI-SEAL ECO FOAM	77494838	3825689	7/27/10	Fomo Products, Inc.
HANDI-FOAM ECO FOAM	77493964	3832447	8/10/10	Fomo Products, Inc.
SYSTEM 24B	77492661	3931447	3/15/11	Fomo Products, Inc.
PROTECT CONSERVE IMPROVE	77207224	3854133	9/28/10	Fomo Products, Inc.
DRY SEAL TECHNOLOGY	77183914	3470408	7/22/08	Fomo Products, Inc.
HANDI TOOL	77008291	3392382	3/4/08	Fomo Products, Inc.
HANDI-GUN	76367796	2642827	10/29/02	Fomo Products, Inc.
HANDI SEAL	75873336	2469144	7/17/01	Fomo Products, Inc.
SILENT SEAL	75776636	2426406	2/6/01	Fomo Products, Inc.
HANDI-STICK	74579413	2164237	6/9/98	Fomo Products, Inc.
HANDI-FOAM	73329934	1247077	8/2/83	Fomo Products, Inc.
FOMO	85045143	4050210	11/1/11	Fomo Products, Inc.
HANDI-FOAM	0499072 **(Canada)**	TMA291910	6/15/84	Fomo Products, Inc.

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE	GRANTOR
HANDI-STICK	0781820 **(Canada)**	TMA465282	10/25/96	Fomo Products, Inc.
HANDI-FLOW	0763525 **(Canada)**	TMA457862	5/24/96	Fomo Products, Inc.

TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	FILE DATE	GRANTOR
[design only]	86938532	3/14/16	Fomo Products, Inc.
HANDI-GUN	86794509	10/21/15	Fomo Products, Inc.
HANDI-GUN THE ULTIMATE WAY TO SPRAY	86794482	10/21/15	Fomo Products, Inc.
[design only]	86960968	4/1/16	Fomo Products, Inc.
[design only]	86947436	3/21/16	Fomo Products, Inc.
[design only]	86938532	3/14/16	Fomo Products, Inc.
WHEN THE NOZZLE TURNS BLUE STOP YOUR CREW	1749646 **(Canada)**	10/8/15	Fomo Products, Inc.
INNOVATIONS THAT IMPROVE	1710334 **(Canada)**	1/12/15	Fomo Products, Inc.
IF THE NOZZLE TURNS BLUE, STOP YOUR CREW	1711993 **(Canada)**	1/22/15	Fomo Products, Inc.
MAGNUM	1753691 **(Canada)**	11/6/15	Fomo Products, Inc.
COLORWISE TEMPERATURE WARNING NOZZLES & DESIGN	1740623 **(Canada)**	8/6/15	Fomo Products, Inc.
IF THE FOAM'S TOO COLD, PUT IT ON HOLD	1711994 **(Canada)**	1/22/15	Fomo Products, Inc.
HANDI-GUN	1766098 **(Canada)**	2/2/16	Fomo Products, Inc.
HANDI-GUN	1766097 **(Canada)**	2/2/16	Fomo Products, Inc.
MOBILE MAGNUM & DESIGN	1753692 **(Canada)**	11/6/15	Fomo Products, Inc.
HIGH FLOW TECHNOLOGY & DESIGN	1627553 **(Canada)**	5/21/13	Fomo Products, Inc.
MAGNUM HEATED SYSTEM & DESIGN	1752733 **(Canada)**	10/30/15	Fomo Products, Inc.