

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM484848

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MERGE CONSUMER PRODUCTS, INC.		06/18/2018	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO CAPITAL FINANCE, LLC
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	5181725	SMART
Registration Number:	5051511	MOLDED BAMBOO
Registration Number:	3787813	NATURAL HOME
Registration Number:	5181629	WIPPITY WIPES
Registration Number:	5166488	IT'S LIKE A SPILL NEVER HAPPENED!
Registration Number:	3278492	ECOTOWL
Registration Number:	3279205	DOGTOWL
Registration Number:	3279206	ECOSPONGE
Registration Number:	3647478	ABSORB LIKE A SPONGE WIPE LIKE A TOWEL D
Registration Number:	3647498	SHAMTASTIC!
Registration Number:	3672471	ECOSCRUB
Registration Number:	3672978	TIDY TONGUE
Registration Number:	3717989	CLEAN & GREEN ECOLOGICAL MEETS ECONOMICA
Registration Number:	4836019	CLEAN HANDS
Registration Number:	4840449	BOTTLEBRITE
Registration Number:	4682033	MOOSE BRAND
Registration Number:	4271765	THINKDOODLE
Registration Number:	4159404	TISSUE DESIGNS
Registration Number:	4125393	DOLLAR STATION

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	4105665	TOMATOBRAINZ
Registration Number:	4105710	A CASE FOR ANY FACE

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** kansley@stradley.com  
**Correspondent Name:** Kareem Ansley  
**Address Line 1:** Stradley Ronon  
**Address Line 2:** 100 Park Avenue  
**Address Line 4:** New York, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	185535-0019
<b>NAME OF SUBMITTER:</b>	Kareem Ansley
<b>SIGNATURE:</b>	/Kareem Ansley/
<b>DATE SIGNED:</b>	08/06/2018

**Total Attachments: 16**

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**TRADEMARK COLLATERAL  
ASSIGNMENT AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated June 8, 2018, is by and between MERGE CONSUMER PRODUCTS, INC., a Delaware corporation ("Debtor"), with its chief executive office as set forth in Debtor's signature block, and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined), acting for and on behalf of the parties thereto as lenders and other parties as provided therein ("Agent"), having an office at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404.

**WITNESSETH:**

WHEREAS, Debtor has adopted, used and is using, and is the owner of, the entire right, title, and interest in and to the trademarks, tradenames, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Agent and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor and certain affiliates of Debtor as set forth in the Second Amended and Restated Loan and Security Agreement, dated as April 15, 2008 by and among Agent, Lenders, Debtor and certain affiliates of Debtor that are party thereto as "Borrowers" (as previously amended and as may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (terms that are defined in the Loan Agreement shall have the same meaning when used herein, unless otherwise defined herein);

WHEREAS, Agent, Lenders, and Debtor entered into that certain Joinder Agreement, dated May 4, 2018 (the "Joinder"), pursuant to which (among other things) Debtor (a) was joined as an additional "Borrower" under the Loan Agreement and all of the other Financing Agreements to which Borrowers are a party and (b) assumed and agreed to be directly liable to Agent and Lenders, jointly and severally, with the other Borrowers, for all Obligations at any time arising under the Loan Agreement and all of the other Financing Agreements, and (c) granted to Agent, for itself and the benefit of the Secured Parties, a continuing security interest in all of Debtor's now existing and hereafter arising and acquired Collateral, including, without limitation, all of Debtor's Intellectual Property;

WHEREAS, in order to induce Agent and Lenders to continue to make loans and advances and provide other financial accommodations to Debtor and certain affiliates of Debtor pursuant the Loan Agreement, Debtor has agreed to grant to Agent, for itself and the benefit of the other Secured Parties (as defined in the Loan Agreement), certain collateral security as set forth herein;

WHEREAS, in accordance with Debtor's covenants under the Loan Agreement and the Joinder, Debtor agrees to execute and deliver this Agreement to further evidence and perfect Agent's security interest in Debtor's trademarks identified on Exhibit A hereto.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as defined in the Loan Agreement), and ratifying, confirming and supplementing (and not in limitation of) the prior grants by Debtor of security interests in and liens upon all of its Collateral pursuant to the Joinder, the Loan Agreement and the other Financing Agreements to which Debtor is a party, Debtor hereby grants to Agent, for itself and the benefit of the other Secured Parties, a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); provided, however, that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; and (ii) all prints and labels on which such trademarks, tradenames, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein); (d) all income, fees, royalties and other payments at any time due or payable with respect to each of the Trademarks, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements of any of the Trademarks; (f) all rights corresponding to each of the Trademarks throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by the Debtor against third parties for past or future infringement of the Trademarks.

2. Obligations Secured. The security interest, lien and other interests granted to Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. Representations, Warranties and Covenants. Debtor hereby represents, warrants and covenants with and to Agent and the other Secured Parties the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms;

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) hereof;

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent or any other Secured Party to any such action, except as such action is expressly permitted hereunder;

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Agent or as otherwise determined by Agent. Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office;

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as may be set forth in the Perfection Certificate (as defined in the Loan Agreement), dated as of March 1, 2018, provided by Debtor;

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other

disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder;

(g) Agent may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Agent for any such payment, which payment shall be deemed a Revolving Loan by Agent to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Agent thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, Debtor shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interest in and conditional assignment of such Trademark in favor of Agent;

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Agent immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable;

(j) Debtor shall render any assistance, as Agent shall determine is necessary, to Agent and the other Secured Parties in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings;

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder. Debtor shall promptly notify Agent if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Agent, Debtor, at

Debtor's expense, shall join with Agent in such action as Agent, in Agent's discretion, may deem advisable for the protection of Agent's interest in and to the Trademarks;

(l) Debtor assumes all responsibility and liability arising from the use of its Trademarks and Debtor hereby indemnifies and holds Agent and the other Secured Parties harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement; and

(m) Debtor shall promptly pay Agent and the other Secured Parties for any and all expenditures made by Agent and the other Secured Parties pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. Events of Default. All Obligations shall become immediately due and payable, without notice or demand, at the option of Agent, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. Rights and Remedies. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Agent and the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Agent and the other Secured Parties shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of its Trademarks or any marks similar thereto for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Agent, for itself and the benefit of the other Secured Parties, by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Agent may determine;

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries;

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent and the other Secured Parties shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency;

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Agent may at any time execute and deliver in the name and on behalf of Debtor, pursuant to the authority granted in the Special Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Agent has no obligation to preserve rights to the Trademarks against any other parties;

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent may apply any remaining proceeds to such of the Obligations as Agent may in its discretion determine. Debtor shall remain liable to Agent for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Agent on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement;

(f) Debtor shall supply to Agent or to Agent's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof; and

(g) Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. Jury Trial Waiver; Other Waivers and Consents: Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflict of laws or other rule of law that



would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Agent irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York for New York County and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Agent and the other Secured Parties in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agent's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Agent against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND AGENT IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Agent and the other Secured Parties shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent or any other Secured Party that the losses were the result of acts or omissions constituting gross negligence or

willful misconduct. In any such litigation, Agent and the other Secured Parties shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. Miscellaneous.

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Merge Consumer Products, Inc.  
c/o PMC Global, Inc.  
12243 Branford Street  
Sun Valley, California 91352  
Attention: Tina Toy  
Telephone No.: 818.896.1101  
Telecopy No.: 818.897.0180

If to Agent: Wells Fargo Capital Finance, LLC,  
as Agent  
2450 Colorado Avenue, Suite 3000 West  
Santa Monica, California 90404  
Attention: Dennis King  
Telephone No.: 310.453.7220  
Telecopy No.: 866.615.7803

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Lender, Secured Party and Agent pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Agent in accordance with the terms of Section 11.3 of the Loan Agreement. Agent or Secured Parties shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent in accordance with the terms of Section 11.3 of the Loan Agreement. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent or any Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent or any Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

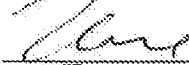
(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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IN WITNESS WHEREOF, Debtor and Agent have executed this Agreement as of the day and year first above written.

**DEBTOR:**

**MERGE CONSUMER PRODUCTS, INC., a**  
Delaware Corporation

By:   
Name: T.C. Cheong  
Title: E.V.P.

Address: 12243 Branford Street  
Sun Valley, California 91352

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, LLC,**  
as Agent

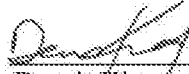
By:   
Name: Dennis King  
Title: Vice President

EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

LIST OF TRADEMARKS

(See Attached)

Trademark	Registration Number	Registration Date
Smart®	5,181,725	April 11, 2017
Molded Bamboo®	5,051,511	September 27, 2016
Natural Home®	3,787,813	2013
Coolback		
Wippity Wipes®	5,181,629	April 11, 2017
Its like a spill never happened®	5,166,488	March 21, 2017
EcoTowl®	3,278,492	Aug 14 2007
Dog Towl®	3,279,205	Aug 14 2007
Eco Sponge®	3,279,206	Aug 14 2007
Absorbs like a sponge wipe like a towel dry like a chamois	3,647,478	June 30 2009
Shamtastic®	3,647,498	June 30 2009
Eco Scrub®	3,672,471	Aug 25 2009
Tidy Tongue®	3,672,978	Aug 25 2009
Clean & Green Ecological Meets Economical®	3,717,989	Dec 1 2009
<i>EcoTowl Bamboo®</i>	<i>3,754,977</i>	<i>Mar 30 2010</i>
Clean Hands®	4,836,019	Oct. 20,2015
Bottlebrite®	4,840,449	Oct.27,2015


Moose Brand®	4,682,033	Feb. 3,2015
ThinkDoodle®	4,271,765	Jan.8 2013
Tissue Design®	4,159,404	Dec 6 2012
Dollar Station®	4,125,393	Apr. 10 2012
Tomatobrainz®	4,105,665	Feb 28 2012
Face for Any Case®	4,105,710	Feb 28 2012





Dated: June 12, 2018

MERGE CONSUMER PRODUCTS, INC.

By:   
Name: T.C. Cheong  
Title: E.V.P.

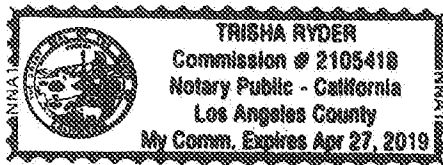
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On June, 2018, before me, Trisha Ryder, Notary Public, personally  
appeared T.C. Cheong,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/hers/their signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.



Signature: Trisha Ryder  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

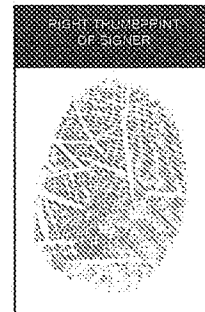
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document document.

**DESCRIPTION OF ATTACHED DOCUMENT**

Title or Type of Document: Trademark Collateral Assignment and Security Agreement

**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: T.C. Cheong
- Individual
- Corporate Officer – Title(s): EVP
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: Merge Consumer Products, Inc.