TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516526

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NILODOR, INC.		03/29/2019	Corporation: OHIO

RECEIVING PARTY DATA

Name:	NXT CAPITAL, LLC, AS AGENT
Street Address:	191 N. WACKER DRIVE
Internal Address:	30TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5354046	BEBE AND CECE
Registration Number:	3536723	SHAGGY CAT
Registration Number:	3534007	SCRATCHY CAT
Registration Number:	3534008	SMELLY CAT
Registration Number:	3271412	NOT JUST SHAMPOO...IT'S SKIN CARE FOR YO
Registration Number:	3715649	CHARLIE DOG
Registration Number:	3312406	GORGEOUS DRY
Registration Number:	3102816	BOBBI PANTER
Registration Number:	3044081	GORGEOUS DOG
Registration Number:	3188496	STINKY DOG
Registration Number:	3044082	ITCHY DOG
Registration Number:	3044083	BAD HAIR DAY DOG
Registration Number:	3105661	SNARLY DOG
Registration Number:	2903070	OXY-FORCE
Registration Number:	2850431	NATURAL TOUCH
Registration Number:	2252956	DOCTOR STAIN
Registration Number:	2252957	ODOR-BANE
Registration Number:	1819665	NILOTRON

CH $515.00 5354046

Property Type	Number	Word Mark
Registration Number:	1791266	NILODOR
Registration Number:	1385708	SUPER N

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: 312-577-8208

Email: alana.hernandez@kattenlaw.com

Correspondent Name: ALANA HERNANDEZ C/O KATTEN MUCHIN

Address Line 1: 525 W. MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	ALANA HERNANDEZ
SIGNATURE:	/ALANA HERNANDEZ/
DATE SIGNED:	03/29/2019

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 29th day of March, 2019, by Nilodor, Inc., an Ohio corporation ("**Grantor**"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "**Grantee**"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of March 27, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of March 27, 2018, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Collateral Agreement. The Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (other than Excluded Property) (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NILODOR, INC., an Ohio corporation

By: _____
Name: Patrick Fitzmaurice
Title: Chief Financial Officer and Vice President

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC, as Agent

By: _____
Name: Andrew Ippolite
Title: Director

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
BEBE AND CECE	5354046	12/12/2017	USPTO
SHAGGY CAT	3536723	11/25/2008	USPTO
SCRATCHY CAT	3534007	11/18/2008	USPTO
SMELLY CAT	3534008	11/18/2008	USPTO
NOT JUST SHAMPOO...IT'S SKIN CARE FOR YOUR PET!	3271412	7/31/2007	USPTO
CHARLIE DOG	3715649	11/24/2009	USPTO
GORGEOUS DRY	3312406	10/16/2007	USPTO
BOBBI PANTER	3102816	6/13/2006	USPTO
GORGEOUS DOG	3044081	1/17/2006	USPTO
STINKY DOG	3188496	12/26/2006	USPTO
ITCHY DOG	3044082	1/17/2006	USPTO
BAD HAIR DAY DOG	3044083	1/17/2006	USPTO
SNARLY DOG	3105661	6/20/2006	USPTO
OXY-FORCE	2903070	11/16/2004	USPTO
NATURAL TOUCH	2850431	6/8/2004	USPTO
DOCTOR STAIN	2252956	6/15/1999	USPTO
ODOR-BANE	2252957	6/15/1999	USPTO
NILOTRON	1819665	2/8/1994	USPTO
NILODOR	1791266	9/7/1993	USPTO
SUPER N	1385708	3/11/1986	USPTO

Trademark Applications

None.