

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dead Down Wind, LLC		11/13/2014	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pondfield Capital, LLC, as Agent		
Street Address:	405 Lexington Avenue, 53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10174		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78891624	E	
Serial Number:	78626659	SCENTPREVENT	
CORRESPONDENCE DATA			
Fax Number:	7132266397		
<i>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.</i>			
Phone:	713-226-6000		
Email:	TMMail@porterhedges.com		
Correspondent Name:	Jonathan Pierce		
Address Line 1:	P.O. Box 4744		
Address Line 4:	Houston, TEXAS 77210-4744		
NAME OF SUBMITTER:	Jonathan Pierce		
SIGNATURE:	/jmp/		
DATE SIGNED:	06/11/2020		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"), by and among DEAD DOWN WIND, LLC, a Delaware limited liability company, as successor by merger to Dead Down Wind, LLC, a Missouri limited liability company ("**Debtor**"), and PONDFIELD CAPITAL, LLC, a Delaware limited liability company ("**Pondfield Capital**"), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, "**Secured Party**") for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and the other borrowers from time to time party thereto (collectively with Debtor, the "**Borrowers**"), the guarantors from time to time party thereto (collectively, the "**Guarantors**"), Secured Party, and the lenders from time to time party thereto (collectively, the "**Lenders**") have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Loan Agreement**");

WHEREAS, Debtor, the other Borrowers, the Guarantors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Security Agreement**"), pursuant to which Debtor and the Guarantors have granted a first-priority lien and security interest in all or substantially all of their respective assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the "**IP Collateral**"), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on *Schedule 1* hereto;
- (b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on *Schedule 1* hereto, and all goodwill associated therewith or symbolized thereby;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Electronic Execution. The exchange of copies of this Agreement and of signature pages to this Agreement by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" ("*.pdf*") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes.

Signatures of the parties transmitted by facsimile, .pdf or other electronic transmission shall be deemed to be their original signatures for all purposes.

SECTION 9. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of law principles.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

DEBTOR:

DEAD DOWN WIND, LLC

a Delaware limited liability company, as successor by merger to Dead Down Wind, LLC, a Missouri limited liability company

By: 

Name: Michelle S. Riley

Title: Secretary

By: 

Name: Ronald Fishman

Title: Treasurer

[SIGNATURE/ACKNOWLEDGMENT PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 006968 FRAME: 0907

SECURED PARTY:

PONDFIELD CAPITAL, LLC
a Delaware limited liability company,
as Agent

By: Deerpath Capital Management, LP
its Investment Manager

By: 
Name: Anish Bahl
Title: Chief Financial Officer

Schedule 1

to

Patent and Trademark Security Agreement

Registered Patents

Title	Patent No./ Publication No./ Application No.	Issue Date/ Publication Date/ Filing Date
Method and Apparatus for Applying Solid Paint to Skin	20130344016 13767640	26-DEC-2013 14-FEB-2013
Method and Apparatus for Applying Solid Paint to Skin	2014003896 PCT/US13/40122	03-JAN-2014 05-AUG-2013

Registered Trademarks

Title	Application No. & Date	Registration No. & Date
E1 CARBON REACTIVATOR & Design	77325129 08-NOV-2007	3556119 06-JAN-2009
DEAD DOWN WIND and Design	78891607 24-MAY-2006	3222612 27-MAR-2007
ESP	78891803 24-MAY-2006	3570116 03-FEB-2009
E (Stylized)	78891624 24-MAY-2006	3222613 27-MAR-2007
SCENTPREVENT	78626659 10-MAY-2005	3356084 18-DEC-2007

Applications for Registration of Patents and Trademarks

Title	Patent No./ Publication No./ Application No.	Issue Date/ Publication Date/ Filing Date
Solid Paint Applicator	Ser. No. 29/449678 15-MAR-2013	n/a

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]