

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620269

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GUARDIAN TECHNOLOGIES LLC		01/13/2021	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC, as Collateral Agent		
Street Address:	40 West 57th Street, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5686192	PUREGUARDIAN	
Registration Number:	5685095	CREATING A BETTER HOME ENVIRONMENT	
Registration Number:	5364336	GERMGUARDIAN	
Registration Number:	5292899	PET PURE	
Registration Number:	5292721		
Registration Number:	5243092	PUREGUARDIAN	
Registration Number:	4491470	PUREGUARDIAN	
Registration Number:	3276349	GERMGUARDIAN	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	2028357500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	34408.02600		

CH \$215.00 5686192

NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	01/14/2021
Total Attachments: 4 source=2. HPS-Lasko-Trademark Security Agreement (Guardian) (4830-5407-2022-3)#page1.tif source=2. HPS-Lasko-Trademark Security Agreement (Guardian) (4830-5407-2022-3)#page2.tif source=2. HPS-Lasko-Trademark Security Agreement (Guardian) (4830-5407-2022-3)#page3.tif source=2. HPS-Lasko-Trademark Security Agreement (Guardian) (4830-5407-2022-3)#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 13, 2021 (this “Agreement”), is made by the signatory hereto indicated as a “Grantor” (“Grantor”) in favor of HPS Investment Partners, LLC, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”). Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, Grantor is the owner of certain trademarks and trademark applications as indicated in the attached Schedule of Trademarks, and the registrations and applications associated therewith (collectively, the “Trademarks”);

WHEREAS, Grantor has contemporaneously with the execution of this Trademark Security Agreement entered into a Pledge and Security Agreement Counterpart Agreement dated as of the date hereof, pursuant to which it became a “Grantor” under and as defined in the Pledge and Security Agreement dated as of November 18, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in which each Grantor has granted certain interests in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Collateral Agent and the Secured Parties to execute this Agreement;

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the Trademarks, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trademark, and including all renewals of registrations thereof, all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto throughout the world as collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations. Notwithstanding the foregoing, in the event of any conflict between this Agreement and the Security Agreement, the Security Agreement shall control. For the avoidance of doubt, notwithstanding anything to the contrary herein, no security interest is granted hereunder, and the Collateral does not include, any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or (d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051 (a) or (c), in each case, only to the extent the grant of security interest in such intent-to-use trademark is in violation of 15 U.S.C. § 1060 and only unless and until a “Statement of Use” or “Amendment to Allege Use” is filed, has been deemed in conformance with 15 U.S.C. § 1051 (a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

GUARDIAN TECHNOLOGIES LLC, an Ohio
limited liability company

By: _____

Name: Tom Reynolds

Title: Chief Financial Officer

Accepted and Agreed:

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent,

By: _____

Name: Vikas Keswani

Title: Managing Director

SCHEDULE OF TRADEMARKS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
PUREGUARDIAN	88046053	5686192	2/26/19
CREATING A BETTER HOME ENVIRONMENT	88020605	5685095	2/26/19
GERMGUARDIAN	87459571	5364336	12/26/17
PET PURE	87253883	5292899	9/19/17
[Design Only]	87185842	5292721	9/19/17
PUREGUARDIAN	87251781	5243092	7/11/17
PUREGUARDIAN	85311028	4491470	3/4/14
GERMGUARDIAN	78487124	3276349	8/7/07