

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM686516

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
REBATH, LLC		11/08/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TWIN BROOK CAPITAL PARTNERS, LLC, as Agent		
<b>Street Address:</b>	111 South Wacker Drive, 36th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4771904	1-800-BATHTUB	
<b>Registration Number:</b>	5341073	DAMARA	
<b>Registration Number:</b>	5544748	RE·BATH	
<b>Registration Number:</b>	5046302	DURABATH	
<b>Registration Number:</b>	1285159	RE.BATH	
<b>Registration Number:</b>	4759238	RE·BATH	
<b>Registration Number:</b>	4759235	RE·BATH	
<b>Registration Number:</b>	4759234	RE·BATH	
<b>Registration Number:</b>	4759237	RE-BATH	
<b>Registration Number:</b>	2594685	RE-BATH	
<b>Registration Number:</b>	3419748	DURABATH	
<b>Registration Number:</b>	5414225	SO MUCH TO LOVE	
<b>Registration Number:</b>	4736877	YOUR BATHROOM REMODELER	
<b>Registration Number:</b>	1210474	AM BATH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>			

OP \$365.00 4771904

**Phone:** 3128637198  
**Email:** nancy.brougher@goldbergkohn.com  
**Correspondent Name:** Nancy J. Brougher, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 East Monroe, Suite 3300  
**Address Line 4:** CHICAGO, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 7428.071

**NAME OF SUBMITTER:** Nancy Brougher

**SIGNATURE:** /njb/

**DATE SIGNED:** 11/08/2021

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of November 8, 2021, is made by REBATH, LLC, a Delaware limited liability company ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

Grantor has executed and delivered a Guaranty and Collateral Agreement, dated as of November 8, 2021, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those U.S. trademark registrations and applications referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any "intent to use" Trademark application for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted).

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions

thereof (which are incorporated by reference herein as if fully set forth herein). For clarity, the Guaranty and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.

5. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or renewal or extension of any existing Trademarks. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.


6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. 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 LAWS PRINCIPLES.


[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

REBATH, LLC, as Grantor

By:   
Name: Brad Hillier  
Title: Chief Executive Officer

TWIN BROOK CAPITAL PARTNERS, LLC,  
as Agent

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

US Trademark Registrations

Owner of Record	Mark	Serial No./ Reg. No.	Filing Date /Reg. Date	Status
ReBath, LLC	1-800-BATHTUB	86413439 4771904	10/02/2014 07/14/2015	Registered
ReBath, LLC	DAMARA	86516528 5341073	01/28/2015 11/21/2017	Registered
ReBath, LLC	DURABATH	78390229 3419748	03/24/2004 04/29/2008	Registered
ReBath, LLC	DURABATH	86516518 5046302	01/28/2015 09/20/2016	Registered
ReBath, LLC	RE.BATH	73426751 1285159	05/20/1983 07/10/1984	Registered
ReBath, LLC	RE-BATH	86413792 4759238	10/03/2014 06/23/2015	Registered
ReBath, LLC	RE-BATH (logo)	86413771 4759235	10/03/2014 06/23/2015	Registered
ReBath, LLC	RE-BATH (logo)	86413764 4759234	10/03/2014 06/23/2015	Registered
ReBath, LLC	RE-BATH (logo)	86413785 4759237	10/03/2014 06/23/2015	Registered
ReBath, LLC	RE-BATH (logo)	75627820 2594685	01/26/1999 07/16/2002	Registered
ReBath, LLC	RE-BATH (logo)(Updated 2017 Logo)	87749975 5544748	01/10/2018 08/21/2018	Registered
ReBath, LLC	SO MUCH TO LOVE	87310558 5414225	01/23/2017 02/27/2018	Registered
ReBath, LLC	YOUR BATHROOM REMODELER	86154402 4736877	12/30/2013 05/12/2015	Registered <sup>1</sup>
ReBath, LLC	AM BATH	73327497 1210474	09/10/1981 09/28/1982	Registered

US Trademark Applications

None.

<sup>1</sup> Note: ReBath, LLC does not intend to renew this trademark registration and will allow such registration to lapse on November 12, 2021.