

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHAMPION BRANDS, LLC		08/30/2021	Limited Liability Company: MISSOURI
220 LABORATORIES, LLC		08/30/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ankura Trust Company, LLC		
Street Address:	140 SHERMAN STREET, 4TH FLOOR		
City:	FAIRFIELD		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	Limited Liability Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	6323514	EVOLVE	
Registration Number:	6069008	CHAMPIONS USE CHAMPION!	
Registration Number:	5985317	CHAMPION HI-TECH LUBRICANTS	
Registration Number:	5669428	COLD BLUE	
Registration Number:	5515770	MODERN MUSCLE	
Registration Number:	5216977	CHAMPION HI-TECH LUBRICANTS	
Registration Number:	4960283	PALADIN	
Registration Number:	4472589	ULTRAFLEET	
Registration Number:	4171764	EGUARD	
Registration Number:	4171742	WIPE-R-CLEAN	
Registration Number:	4174917	SYNGOLD	
Registration Number:	4031099	BLUE FLAME	
Registration Number:	3969628	CHAMPION HI-TECH LUBRICANTS	
Registration Number:	3951688	GLOBALTRANS	
Registration Number:	3801094	POWER SHIELD	
Registration Number:	3495779	DIESEL FLO	
Registration Number:	3323322	POLY-7	

CH \$740.00 6323514

Property Type	Number	Word Mark
Registration Number:	3323325	VALVE SHIELD
Registration Number:	3124869	SYN CLEAN
Registration Number:	2856847	CHAMPION
Registration Number:	2702682	CHAMPION
Registration Number:	2758822	DURATECH
Registration Number:	2543979	CHAMPION
Registration Number:	2436936	CHAMPION AIR LOK
Registration Number:	2673493	CHAMPION DIESEL FLO
Registration Number:	2256277	HI-TECH
Registration Number:	1810400	CHAMPION HI-TECH LUBRICANTS ALL FLEET "T
Registration Number:	1461544	4000
Registration Number:	3699250	YOUR HEALTH IS YOUR WEALTH

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: AUSTIN GROSSFELD

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	42619/5
NAME OF SUBMITTER:	AUSTIN GROSSFELD
SIGNATURE:	/AUSTIN GROSSFELD/
DATE SIGNED:	03/29/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of Ankura Trust Company, LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of July 7, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantors granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues therefrom under any applicable federal law):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in *connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”)*, including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for any past, present and future infringements, dilutions, misappropriations or other violations thereof,

(iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance in full of the Secured Obligations (other than any outstanding indemnification obligations), as provided in the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein, as provided in the Security Agreement.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CHAMPION BRANDS, L.L.C.
220 LABORATORIES, LLC**

By: Kevin Rule
Name: Kevin Rule
Title: Chief Financial Officer

ANKURA TRUST COMPANY, LLC,

as Collateral Agent

By: 

Name: Michael Fey

Title: Senior Managing Director

[Signature Page -- Trademark Security Agreement]