

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758515

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|-----------------------------------|--|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Nice-Pak Products, Inc. | | 09/30/2022 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | TCW Asset Management Company LLC | | |
| Street Address: | 1251 Avenue of the Americas | | |
| Internal Address: | Suite 4700 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10020 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 27 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4669001 | ADVANCED FLUSHABLE TECHNOLOGY | |
| Registration Number: | 5086908 | BEAUTIFUL FACE. BEAUTIFUL EARTH. | |
| Registration Number: | 6762297 | DON'T FEAR THE FLUSH! | |
| Registration Number: | 4545301 | ECOFLUSH | |
| Registration Number: | 2491350 | GRIME BOSS | |
| Registration Number: | 4080145 | GRIME BOSS | |
| Registration Number: | 6398031 | HEALTHY STARTS WITH CLEAN | |
| Registration Number: | 6747063 | HEALTHY TRAVEL STARTS WITH CLEAN | |
| Registration Number: | 5425822 | HELPING FAMILIES STAY HEALTHY AND WELL,O | |
| Registration Number: | 3711114 | JUST CLEAN SKIN | |
| Registration Number: | 2579046 | NICE 'N CLEAN | |
| Registration Number: | 6330399 | NICE 'N CLEAN | |
| Registration Number: | 6425672 | NICE'N CLEAN WIPES | |
| Registration Number: | 1502415 | NICE-PAK | |
| Registration Number: | 2560181 | NP NICE PAK | |
| Registration Number: | 3503001 | NP NICE PAK | |
| Registration Number: | 5023077 | POTTY BUDDY | |
| Registration Number: | 1414675 | PUDGIES | |

CH \$690.00 4669001

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------------|
| Registration Number: | 6816533 | SECUREFLUSH |
| Registration Number: | 4221746 | SHOW GRIME WHO'S BOSS |
| Registration Number: | 4765601 | SMARTFLUSH |
| Registration Number: | 6782460 | SMUDGEGUARD |
| Registration Number: | 2820454 | SOLO |
| Registration Number: | 5739525 | THINKING CLEAN, WORKING GREEN |
| Registration Number: | 4238334 | THINKING GREEN, WORKING CLEAN |
| Registration Number: | 5247697 | THIS AIN'T NO BABY WIPE |
| Registration Number: | 6563413 | WIPES CLEAN. GELS DON'T. |

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Kate Waterman

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

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|--------------------------------|---------------------------|
| ATTORNEY DOCKET NUMBER: | Kate Waterman- 77318.0005 |
| NAME OF SUBMITTER: | Kate Waterman |
| SIGNATURE: | /Kate Waterman/ |
| DATE SIGNED: | 09/30/2022 |

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”) is made as of September 30, 2022, by Nice-Pak Products, Inc., a New York corporation (“Grantor”), in favor of TCW Asset Management Company LLC, a Delaware limited liability company, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, the Grantor has entered into a Security Agreement, dated September 30, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in and to (i) the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office, and the goodwill of the business symbolized thereby (the “Trademarks”), and (ii) the patents and patent applications listed on the attached Schedule B, which patents are issued or applied for in the United States Patent and Trademark Office (the “Patents”), and all Proceeds (as defined in the Security Agreement) thereof, including, without limitation, the right to sue for past, present and future infringements thereof and any and all damages arising from past, present and future infringements thereof (collectively, the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

For the avoidance of doubt, no grant of any security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Grantor authorizes and requests that the Commissioner for Trademarks and the Commissioner for Patents of the United States Patent and Trademark Office and any other applicable government officer record this IP Security Agreement.

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

NICE-PAK PRODUCTS, INC.,
a New York corporation

By: 

Name: Robert P. Julius

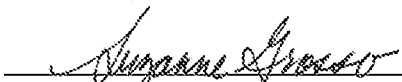
Title: Chief Executive Officer

[Signature Page to IP Security Agreement]

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ACKNOWLEDGED AND AGREED:

TCW ASSET MANAGEMENT COMPANY LLC,
as Collateral Agent

By: 
Name: Suzanne Grosso
Title: Managing Director

SCHEDULE A

Trademark Registrations and Applications

| <u>Company</u> | <u>Country</u> | <u>Trademark</u> | <u>Application or Registration No.</u> | <u>Filing Date</u> | <u>Registration Date</u> |
|-------------------------|----------------|--|--|--------------------|--------------------------|
| Nice-Pak Products, Inc. | United States | ADVANCED FLUSHABLE TECHNOLOGY | 4669001 | 2014-06-06 | 2015-01-06 |
| Nice-Pak Products, Inc. | United States | BEAUTIFUL FACE, BEAUTIFUL EARTH | 5086908 | 2013-04-18 | 2016-11-22 |
| Nice-Pak Products, Inc. | United States | DON'T FEAR THE FLUSH! | 6762297 | 2021-04-09 | 2022-06-14 |
| Nice-Pak Products, Inc. | United States | ECOFLUSH | 4545301 | 2013-08-23 | 2014-06-03 |
| Nice-Pak Products, Inc. | United States | GRIME BOSS | 2491350 | 1999-09-22 | 2001-09-18 |
| Nice-Pak Products, Inc. | United States | GRIME BOSS | 4080145 | 2011-05-26 | 2012-01-03 |
| Nice-Pak Products, Inc. | United States | HEALTHY STARTS WITH CLEAN | 6398031 | 2020-06-05 | 2021-06-22 |
| Nice-Pak Products, Inc. | United States | HEALTHY TRAVEL STARTS WITH CLEAN | 6747063 | 2018-09-21 | 2022-03-31 |
| Nice-Pak Products, Inc. | United States | HELPING FAMILIES STAY HEALTHY AND WELL, ONE WIPE AT A TIME | 5425822 | 2016-06-20 | 2018-03-20 |
| Nice-Pak Products, Inc. | United States | JUST CLEAN SKIN | 3711114 | 2008-09-19 | 2009-11-17 |
| Nice-Pak Products, Inc. | United States | NICE 'N CLEAN | 2579046 | 1998-04-07 | 2002-06-11 |
| Nice-Pak Products, Inc. | United States | NICE 'N CLEAN | 6330399 | 2020-05-15 | 2021-04-20 |
| Nice-Pak Products, Inc. | United States | nice'N clean WIPES and Oval Background Design | 6425672 | 2020-10-26 | 2021-07-20 |
| Nice-Pak Products, Inc. | United States | NICE-PAK | 1502415 | 1981-11-19 | 1988-08-30 |

| <u>Company</u> | <u>Country</u> | <u>Trademark</u> | <u>Application or Registration No.</u> | <u>Filing Date</u> | <u>Registration Date</u> |
|-------------------------|----------------|--|--|--------------------|--------------------------|
| Nice-Pak Products, Inc. | United States | NP NICE PAK and Drop Design | 2560181 | 2000-06-26 | 2002-04-09 |
| Nice-Pak Products, Inc. | United States | NP NICE PAK and Drop Design | 3503001 | 2005-07-15 | 2008-09-16 |
| Nice-Pak Products, Inc. | United States | POTTY BUDDY | 5023077 | 2014-07-25 | 2016-08-16 |
| Nice-Pak Products, Inc. | United States | PUDGIES | 1414675 | 1986-03-10 | 1986-10-28 |
| Nice-Pak Products, Inc. | United States | SECUREFLUSH | 6816533 | 2021-01-20 | 2022-08-09 |
| Nice-Pak Products, Inc. | United States | SHOW GRIME WHO'S BOSS | 4221746 | 2012-03-05 | 2012-10-09 |
| Nice-Pak Products, Inc. | United States | SMARTFLUSH | 4765601 | 2014-04-04 | 2015-06-30 |
| Nice-Pak Products, Inc. | United States | SMUDGEGUARD | 6782460 | 2021-12-17 | 2022-07-05 |
| Nice-Pak Products, Inc. | United States | SOLO | 2820454 | 2002-06-26 | 2004-03-02 |
| Nice-Pak Products, Inc. | United States | THINKING CLEAN, WORKING GREEN | 5739525 | 2018-09-25 | 2019-04-30 |
| Nice-Pak Products, Inc. | United States | THINKING GREEN, WORKING CLEAN and Design | 4238334 | 2011-02-10 | 2012-11-06 |
| Nice-Pak Products, Inc. | United States | THIS AIN'T NO BABY WIPE | 5247697 | 2016-07-27 | 2017-07-18 |
| Nice-Pak Products, Inc. | United States | WIPES CLEAN. GELS DON'T. | 6563413 | 2019-09-19 | 2021-11-16 |

SCHEDULE B

Patents and Patent Applications

| <u>Company</u> | <u>Country</u> | <u>Title</u> | <u>Application or Patent No.</u> | <u>Filing Date</u> | <u>Issue Date</u> |
|-------------------------|----------------|--|----------------------------------|--------------------|-------------------|
| Nice-Pak Products, Inc. | United States | Nonwoven Fabric Having A Surface Pattern | D742122 | 21-Feb-2014 | 03-Nov-2015 |
| Nice-Pak Products, Inc. | United States | Closure For A Package | D729062 | 16-Apr-2014 | 12-May-2015 |
| Nice-Pak Products, Inc. | United States | Nonwoven With Surface Pattern | D763584 | 11-Jul-2014 | 16-Aug-2016 |
| Nice-Pak Products, Inc. | United States | Nonwoven Fabric With Surface Pattern | D773193 | 06-Feb-2015 | 06-Dec-2016 |
| Nice-Pak Products, Inc. | United States | Nonwoven Fabric With Surface Pattern | D773194 | 06-Feb-2015 | 06-Dec-2016 |
| Nice-Pak Products, Inc. | United States | Cleaning Device | D782765 | 04-Mar-2015 | 28-Mar-2017 |
| Nice-Pak Products, Inc. | United States | Container Integration Device And Method Of Use | 10485389 | 06-Jan-2017 | 26-Nov-2019 |
| Nice-Pak Products, Inc. | United States | Nonwoven Fabric With Surface Pattern | D826576 | 31-Jan-2017 | 28-Aug-2018 |
| Nice-Pak Products, Inc. | United States | Nonwoven Fabric With Surface Pattern | D845005 | 28-Feb-2017 | 09-Apr-2019 |
| Nice-Pak Products, Inc. | United States | Lid Assembly For Container | 10766671 | 23-May-2018 | 08-Sep-2020 |
| Nice-Pak Products, Inc. | United States | Musical Lid Assembly | 177298089 | 28-May-2021 | |

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|---|---------------|---|------------|-------------|-------------|
| Nice-Pak Products, Inc. | United States | Blank, Container Holder, And Package For A Flexible Wipes Container | 17/434482 | 27-Aug-2021 | |
| Nice-Pak Products, Inc. | United States | Dispenser | 9272831 | 15-Aug-2012 | 01-Mar-2016 |
| Nice-Pak Products, Inc. | United States | Assembly And Method Of Folding Materials | 8801585 | 15-Aug-2012 | 12-Aug-2014 |
| Nice-Pak Products, Inc. | United States | Flow Wrap Holder | 9230388 | 14-Mar-2013 | 05-Jan-2016 |
| Nice-Pak Products, Inc. <u>Haso Ltd.</u> | United States | Moist Wipe Having Enhanced Dispersibility | 17/274,840 | 10-Mar-2021 | |
| Nice-Pak Products, Inc. | United States | Resealable perforated label for consumer products | 7665629 | 12-Jan-2004 | 23-Feb-2010 |
| Nice-Pak Products, Inc. | United States | Dispenser lid | D721578 | 1-Oct-13 | 27-Jan-2015 |

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RECORDED: 09/30/2022