

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777337

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alter Domus (US) LLC		12/22/2022	Limited Liability Company:

## RECEIVING PARTY DATA

<b>Name:</b>	Von Drehle Corporation
<b>Street Address:</b>	612 3rd Avenue NE
<b>City:</b>	Hickory
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28601
<b>Entity Type:</b>	Corporation: NORTH CAROLINA
<b>Name:</b>	Von Drehle Class B Holdings, LLC
<b>Street Address:</b>	612 3rd Avenue NE
<b>City:</b>	Hickory
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28601
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA
<b>Name:</b>	Von Drehle Property Holdings, LLC
<b>Street Address:</b>	612 3rd Avenue NE
<b>City:</b>	Hickory
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28601
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Serial Number:</b>	88818956	TRANSCEND
<b>Serial Number:</b>	88819049	MOISTURE-LUX
<b>Serial Number:</b>	88819117	KNOCK IT OFF

## CORRESPONDENCE DATA

Fax Number: 2127288111

*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.*

CH \$90.00 88818956

**Phone:** 2127288000  
**Email:** ipdept@willkie.com  
**Correspondent Name:** Heather M. Schneider  
**Address Line 1:** Willkie Farr & Gallagher LLP  
**Address Line 2:** 787 Seventh Avenue  
**Address Line 4:** New York, NEW YORK 10019

**ATTORNEY DOCKET NUMBER:** 117232.00060 Von Drehle C

**NAME OF SUBMITTER:** Heather Schneider

**SIGNATURE:** /Heather M. Schneider/

**DATE SIGNED:** 12/29/2022

**Total Attachments: 14**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of December 22, 2022 (“Release”), is made by ALTER DOMUS (US) LLC, as Administrative Agent (“Administrative Agent”) in favor of VON DREHLE CORPORATION, a North Carolina corporation, VON DREHLE CLASS B HOLDINGS, LLC, a North Carolina limited liability company, and VON DREHLE PROPERTY HOLDINGS, LLC, a North Carolina limited liability company (collectively, the “Grantors”).

**WHEREAS**, pursuant to that certain Second Lien Note Purchase Agreement dated as of July 28, 2020 (as amended, modified, extended or restated from time to time, the “Note Purchase Agreement”) among Grantors, the other Issuer Parties, the other Note Parties from time to time party thereto, the Holders from time to time party thereto, and the Administrative Agent, and that certain Second Lien Guaranty and Security Agreement dated as of July 28, 2020 (as amended, modified, extended or restated from time to time, the “Guaranty and Security Agreement”), among, *inter alios*, the Grantors and the Administrative Agent, the Grantors granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including the IP Collateral (as that term is defined in the IP Security Agreement); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors executed and delivered to the Administrative Agent, the Second Lien Intellectual Property Security Agreement, dated May 14, 2021 and attached hereto as Annex I (the “IP Security Agreement”), in IP Collateral recorded at the United States Patent and Trademark Office (“USPTO”) on July 7, 2021 at Reel 007348 Frame 0901 (“Notice”).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent and Grantors agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement, IP Security Agreement or the Guaranty and Security Agreement, as applicable.

**SECTION 2. Termination and Release.** Administrative Agent, without representation, warranty, or recourse, hereby:

- (a) terminates, cancels, discharges, and releases its continuing lien and all of its security interest in, and the right to set off against, any and all right, title and interest of Grantors in and to the IP Collateral, including, but not limited to, the Trademarks listed on Schedule A attached hereto, granted pursuant to the IP Security Agreement or Notice, and hereby re-assigns, re-transfers and re-conveys to Grantors any and all right, title or interest the Administrative Agent may have in and to Grantors’ IP Collateral, together with all of the goodwill associated therewith; and
- (b) terminates the IP Security Agreement; and
- (c) authorizes the recordation of this Release with the USPTO at Grantors’ expense, authorizes Grantors (personally or through designees and at Grantors’ expense) to take all other actions reasonably necessary or appropriate to release and terminate any and all security interests, rights or title Grantors granted to Administrative Agent, and agrees to execute and deliver such further instruments and take or cause to be taken such other or further action as Grantors may

reasonably request, at Grantors' cost and expense, in order to perfect, confirm or evidence such release.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 4. Execution in Counterpart.** This Release may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

IN WITNESS WHEREOF, the Administrative Agent has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

ADMINISTRATIVE AGENT:

ALTER DOMUS (US) LLC

By:   
Name: Pinju Chiu  
Title: Associate Counsel

Schedule A

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Owner</u>	<u>Trademark Name</u>	<u>Registration/Application Number</u>
von Drehle Corporation	Transcend (soap dispensers)	App. No. 88818956
von Drehle Corporation	Moisture-Lux	App. No. 88819049
von Drehle Corporation	Knock it Off	App. No. 88819117

**ANNEX I**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

[See attached]

## SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of ALTER DOMUS (US) LLC, as Administrative Agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Note Purchase Agreement referred to below).

WHEREAS, pursuant to that certain Second Lien Note Purchase Agreement dated as of July 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among von Drehle Corporation, a North Carolina corporation (the “Issuer”), von Drehle Properties, LLC, a North Carolina limited liability company (“vDP”), Blue Ridge Molding, LLC, a North Carolina limited liability company (“Blue Ridge”), von Drehle Class B Holdings, LLC, a North Carolina limited liability company (“vDC Holdco”), von Drehle Property Holdings, LLC, a North Carolina limited liability company (“vDP Holdco”) and, together with the Issuer, vDP, Blue Ridge and vDC Holdco, the “Issuer Parties”), the other Note Parties from time to time party thereto, the holders from time to time party thereto (the “Holders”), and the Administrative Agent, the Holders have severally agreed to purchase Notes from the Issuer upon the terms and subject to the conditions set forth therein. Capitalized terms used and not defined herein have the respective meanings given such terms in the Note Purchase Agreement or the Second Lien Guaranty and Security Agreement (as defined below), as applicable.

WHEREAS, it is a condition precedent to the obligation of the Holders to purchase the Notes from the Issuer under the Note Purchase Agreement that the Grantors shall have executed and delivered that certain Second Lien Guaranty and Security Agreement, dated as of July 28, 2020, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Second Lien Guaranty and Security Agreement”).

WHEREAS, under the terms of the Second Lien Guaranty and Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including, but not limited to, certain of their Copyrights, Trademarks, Patents and other Intellectual Property and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable foreign government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

**SECTION 1 Grant of Security.** Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in and to the Intellectual Property, whether now or hereafter existing or arising or in which such Grantor now has or hereafter owns, acquires or develops an interest and



wherever located, including, but not limited to, the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Secured Obligations (as defined in the Second Lien Guaranty and Security Agreement):

(a) all Intellectual Property consisting of Copyrights, throughout the world, including, without limitation, those identified in Schedule 1;

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Second Lien Guaranty and Security Agreement) and misappropriations of any of the property described in clause (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in clause (a) above (the items described in clauses (a) and (b), collectively, the “Copyright Collateral”);

(c) (i) all Intellectual Property consisting of Trademarks, throughout the world, including, without limitation, those identified in Schedule 2 (but excluding in all cases any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest granted hereunder) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above;

(d) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Second Lien Guaranty and Security Agreement) and misappropriations of any of the property described in clause (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in clause (c) above (items described in clauses (c) and (d), collectively, the “Trademark Collateral”);

(e) (i) all Intellectual Property consisting of Patents, throughout the world, including, without limitation, those identified in Schedule 3, and (ii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon; and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Second Lien Guaranty and Security Agreement) and misappropriations of any of the property described in clause (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in clause (e) above (items described in clauses (e) and (f), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Second Lien Guaranty and Security Agreement and the Note Purchase Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Second Lien Guaranty and Security Agreement and the Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guaranty and Security Agreement or the Note Purchase Agreement, the provisions of the Second Lien Guaranty and Security Agreement or the Note Purchase Agreement, as applicable, shall govern.

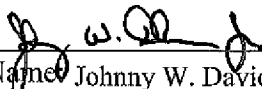
SECTION 7 Notice. Each party to this IP Security Agreement irrevocably consents to service of process at the address provided for notices in Section 10.02 of the Note Purchase Agreement. Nothing in this IP Security Agreement or any other Financing Document will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable Law.

*[signature pages follow]*

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

**VON DREHLE CORPORATION**

By:  \_\_\_\_\_  
Name: Johnny W. Davidson, Jr.  
Title: Chief Financial Officer

**VON DREHLE CLASS B HOLDINGS,  
LLC**

By: 

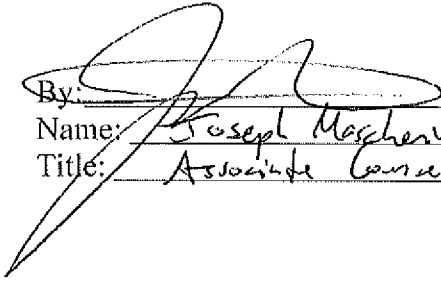
Name: Patrick Newton  
Title: Manager

**VON DREHLE PROPERTY  
HOLDINGS, LLC**

By: 

Name: Patrick Newton  
Title: Manager

**ALTER DOMUS (US) LLC,**  
as the Administrative Agent

By:   
Name: Joseph Maghen  
Title: Associate Counsel

COPYRIGHTS

None.

## TRADEMARKS

<u>Owner</u>	<u>Trademark Name</u>	<u>Registration/Application Number</u>
von Drehle Corporation	Transcend (soap dispensers)	App. No. 88818956
von Drehle Corporation	Moisture-Lux	App. No. 88819049
von Drehle Corporation	Knock it Off	App. No. 88819117

PATENTS

None.