

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Product Quest Manufacturing, LLC	FORMERLY PQ Finance Sub LLC	09/09/2015	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4756341	CALASPRAY	
Registration Number:	4227323	CARIBBEAN SEA	
Registration Number:	1742691	CHIGGEREX	
Registration Number:	4135486	CLEAR EFFECTS	
Registration Number:	3981832	COOL HAND MOOSE	
Registration Number:	2055324	EAR-DRY	
Registration Number:	0723274	E-R-O	
Registration Number:	4162483	JUST FUR PETS	
Registration Number:	4142089	MEN'S SERIES	
Registration Number:	3782676	MEN'S ZONE	
Registration Number:	3978465	MOOSE MILLS	
Registration Number:	3068042	NUPEPTIN	
Registration Number:	3664905	PHOTOSTABLE COMPLEX BROAD SPECTRUM UVA-U	
Registration Number:	3481954	SOLAR RADIANCE	
Serial Number:	86675139	BEE'S ESSENCE	
Serial Number:	86549922	MEN'S ZONE	
Serial Number:	86569200	SUN DOLLAR	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 4756341

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	386409-23
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NAME OF SUBMITTER:	Kristin Brozovic
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SIGNATURE:	/Kristin Brozovic/
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DATE SIGNED:	09/16/2015
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of September 9, 2015, by Product Quest Manufacturing, LLC, a Florida limited liability company and successor by merger to PQ Finance Sub LLC, a Delaware limited liability company (“**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of September 9, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 9, 2015, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or

types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the 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 Page Follows]

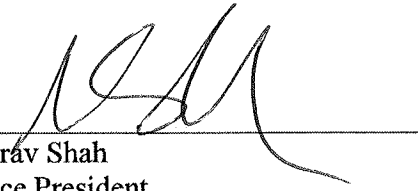
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**PRODUCT QUEST MANUFACTURING,
LLC**

By: _____

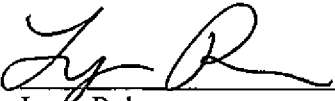
Name: Nirav Shah

Title: Vice President

A handwritten signature in black ink, appearing to read 'Nirav Shah', is written over a horizontal line. The signature is stylized and cursive.

Agreed and accepted as of
the date first written above:

MADISON CAPITAL FUNDING LLC, as
Agent

By: 
Name: Lynn Rehn
Title: Vice President

Owner: Product Quest Manufacturing, LLC

SCHEDULE A

Matter #	Trademark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date
111002.0053A	BEE'S ESSENCE	Filed	86/675,139	06/26/2015	n/a	n/a
111002.0095	CALASPRAY	Registered	85/777,181	11/12/2012	4,756,341	06/16/2015
111002.0079	CARIBBEAN SEA	Registered	85/411,492	08/31/2011	4,227,323	10/16/2012
111002.0001A	CHIGGEREX	Registered	74/215,249	10/24/1991	1,742,691	12/29/1992
111002.0082	CLEAR EFFECTS	Registered	85/420,165	09/12/2011	4,135,486	05/01/2012
111002.0068	COOL HAND MOOSE	Registered	77/425,408	07/11/2008	3,981,832	06/21/2011
111002.0001B	EAR-DRY	Registered	75/117,240	06/11/1996	2,055,324	04/22/1997
111002-0001C	E-R-O	Registered	72/117,353	04/07/1961	0,723,274	10/31/1961
111002.0081	JUST FUR PETS	Registered	85/420,114	09/12/2011	4,162,483	06/19/2012

Matter #	Trademark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date
111002-0083	MEN'S SERIES	Registered	85/420,241	09/12/2011	4,142,089	0/15/2012
111002-0098	MEN'S ZONE (Class 008 - "razors")	Registered	77/756,612	06/10/2009	3,782,676	04/27/2010
111002-0098A	MEN'S ZONE (Class 003 - "body and beauty care preparations")	Filed - Office Action issued 06/14/2015, Response due 12/14/2015	86/549,922	03/02/2015	n/a	n/a
111002.0066	MOOSE MILLS (stylized)	Registered	77/425,190	03/18/2006	3,978,465	06/14/2011
111002.0018	NUPEPTIN	Registered	78/590,057	03/18/2005	3,068,042	03/14/2006
111002.0071	PHOTOSTABLE COMPLEX BROAD SPECTRUM UVA- UVB (& LOGO)	Registered	77/562,065	09/04/2008	3,664,905	08/04/2009
111002.0058	SOLAR RADIANCE	Registered	77/290,197	09/27/2007	3,481,954	08/05/2008
111002.0086A	SUN DOLLAR	Filed - review prior to publication completed; publication date 07/28/2015	86/569,200	03/19/2015	n/a	n/a

TRADEMARK