

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PHOENIX BRANDS LLC		02/01/2011	Limited Liability Company: DELAWARE
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:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86771823	RIT	
Registration Number:	4833525	DYEMORE	
Registration Number:	4633484	THE RIT STUDIO	
Registration Number:	4625881	THE RIT STUDIO	
Registration Number:	4441503	PROPAX	
Registration Number:	4441481	FRESH EXPRESSIONS	
Registration Number:	4309156	FAB	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.207		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$190.00 86771823

SIGNATURE:	/njb/
DATE SIGNED:	04/07/2016
Total Attachments: 7 source=Phoenix Brands Trademark Security Agreement#page1.tif source=Phoenix Brands Trademark Security Agreement#page2.tif source=Phoenix Brands Trademark Security Agreement#page3.tif source=Phoenix Brands Trademark Security Agreement#page4.tif source=Phoenix Brands Trademark Security Agreement#page5.tif source=Phoenix Brands Trademark Security Agreement#page6.tif source=Phoenix Brands Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2011, by PHOENIX BRANDS LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as administrative agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among Grantor (as successor by merger with Phoenix Brands Merger Sub LLC, a Delaware limited liability company), as Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

PHOENIX BRANDS LLC., a Delaware limited liability company

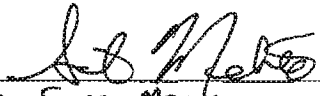
By: 

Name: Alan Aronovitz

Title: Executive Vice President, Chief Financial Officer
and Chief Operating Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: SUNIL MEHTA
Title: VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS AND REGISTRATIONS

MARK	COUNTRY	STATUS	APP/REG. NO APP/REG DATE
ARCTIC POWER	US	Registered	2,556,199 02-APR-2002
BLANCOS MAS BLANCOS COLORES MAS BRILLANTES COLOR SAFE BLEACH ALTERNATIVE and Design	US	Registered	3,031,346 20-DEC-2005
COLD POWER	US	Registered	756,538 29-AUG-2003
DYNAMO	US	Registered	645,230 07-MAY-1957
FAB	US	Registered	139,710 15-FEB-2021
FAB (Stylized)	US	Registered	522,356 14-MAR-1950
FAB and Design	US	Registered	2,577,362 11-JAN-2002
FAST FADE	US	Registered	1,647,831 18-JUNE-1991
FINAL TOUCH	US	Registered	736,986 04-SEPT-1962
FINAL TOUCH	US	Registered	1,582,173 13-FEB-1990
FRESCURA DEL CARIBE	US	Registered	2,856,872 22-JUNE-2004
FRESH START	US	Registered	1,072,080 30-AUG-1977
PARAISO FLORAL	US	Registered	3,020,722 29-NOV-2005

MARK	COUNTRY	STATUS	APP/REG. NO APP/REG DATE
PROFESSIONAL FINISH	US	Registered	1,753,432 25-NOV-1992
RAIN FOREST	US	Registered	2,505,418 06-NOV-2001
RIT	US	Registered	2,612,465 27-AUG-2002
RIT	US	Registered	365,792 21-MAR-1939
SPRING MAGIC	US	Registered	2,887,472 21-SEP-2004
SUN GUARD	US	Registered	2,961,722 14-JUN-2005
SUN SHOWER FRESH	US	Registered	2,602,154 30-JUL-2002
SUNRISE FRESH	US	Registered	3,177,848 28-NOV-2006
TAHITIAN SUMMER SPLASH	US	Pending	85/173216 10-NOV-2010
TOQUE DE VERANO TAHITIANO	US	Pending	85/173223 10-NOV-2010
WATERFALL FRESH	US	Registered	2,646,593 05-NOV-2002
WHITE-WASH	US	Registered	1,644,203 14-MAY-1991
RIT	US	Pending	86771823 09/29/15

MARK	COUNTRY	STATUS	APP/REG. NO APP/REG DATE
DYEMORE	US	Registered	4833525 10/13/15
THE RIT STUDIO	US	Registered	4633484 11/04/14
THE RIT STUDIO	US	Registered	4625881 10/21/14
PROPAX	US	Registered	4441503 11/26/13
FRESH EXPRESSIONS	US	Registered	4441481 11/26/13
FAB	US	Registered	4309156 03/26/13