

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444400

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Casabella Holdings L.L.C.		09/22/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Administrative Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 41</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5201096	SPIN 'N DRY MOP	
Registration Number:	5201097	EXACT EGG BOILER	
Registration Number:	4983987	WATERBLOCK	
Registration Number:	4715983	RAW	
Registration Number:	4861889	NEON	
Registration Number:	4728211	QUICK DUST	
Registration Number:	4656794	QUICK 'N EASY	
Registration Number:	4380086	I-DUSTER	
Registration Number:	5038107	GARLIC PREP 'N STORE	
Registration Number:	4637686	SPOTLESS	
Registration Number:	4585170	GRATE 'N STORE	
Registration Number:	4646777	PEEL 'N SLIDE	
Registration Number:	4838532	SALT GRIND 'N MEASURE	
Registration Number:	4833844	PEPPER GRIND 'N MEASURE	
Registration Number:	4720489	QUICK SCRUB	
Registration Number:	4466915	QUICK SWEEP	
Registration Number:	4292925	SMART SCRUB	
Registration Number:	4451718	COLOR IT CLEAN	
Registration Number:	4292913	MICROEGG	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	4547928	WASTE BAG-IT
Registration Number:	4292914	FLIP
Registration Number:	4298745	SUCKER GRIPS
Registration Number:	3989991	IT'S NOT YOUR MOTHER'S
Registration Number:	4289254	BE WILD
Registration Number:	3936174	BE CLEAN
Registration Number:	3978475	BE SHINY
Registration Number:	3717367	CASABELLA CLEAN
Registration Number:	3917428	FLEXI-TOTE
Registration Number:	3677159	SWIVEL-IT
Registration Number:	3778547	WAYCLEAN
Registration Number:	3483529	CASABELLA
Registration Number:	3487248	SINK SIDER
Registration Number:	3468453	ONDA
Registration Number:	3395298	MAGNET CLOTH
Registration Number:	3261623	LINT-POD
Registration Number:	2950921	GROOK
Registration Number:	2854762	WRING LEADER
Registration Number:	2651483	CASABELLA
Registration Number:	1976718	CASABELLA
Registration Number:	1966965	MAGNET BROOM
Registration Number:	1918010	EZ DUST IT

**CORRESPONDENCE DATA**

Fax Number: 3129021061

*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: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

**ATTORNEY DOCKET NUMBER:** 387132-88

**NAME OF SUBMITTER:** Oscar Ruiz

**SIGNATURE:** /Oscar Ruiz/

**DATE SIGNED:** 09/25/2017

**Total Attachments: 5**

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## TRADEMARK COLLATERAL AGREEMENT

This 22nd day of September 2017, Casabella Holdings L.L.C., a Delaware limited liability company ("*Debtor*"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to Antares Capital LP, as successor by merger to General Electric Capital Corporation ("*Antares*"), with its mailing address 500 West Monroe Street, Chicago, Illinois 60661, Attn: Bradshaw Account Officer, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Antares acting as such administrative agent and any successor(s) or assign(s) to Antares acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement dated December 28, 2012 (such Security Agreement, as the same may from time to time be amended, modified or restated, including supplements thereto which add additional parties as Debtors thereunder, being hereinafter referred to as the "*Security Agreement*"), by and among the Debtor, the other debtors from time to time party thereto, and the Administrative Agent, as the same may be amended, modified, or restated from time to time.

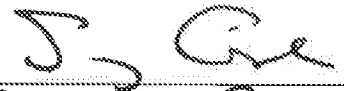
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Administrative Agent on an "intent-to-use" trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, by the recording of a Statement of Use or amendment to allege use with the United States Patent and Trademark Office. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**-remainder of page intentionally left blank; signature pages follow-**

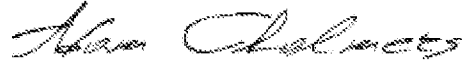
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

CASABELLA HOLDINGS L.L.C., a Delaware  
limited liability company

By:   
Name: SANDIP GREWAL  
Title: VICE PRESIDENT, CFO,  
SECRETARY, AND TREASURER

Accepted and agreed to as of the date and year first above written.

**ANTARES CAPITAL LP**, as Administrative Agent



By: \_\_\_\_\_

Name: Adam Chalmers

Title: Duly Authorized Signatory

**SCHEDULE A**

**Registered Trademarks and Trademark Applications**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
SPIN 'N DRY MOP	86906142	2/12/2016	5201096	5/9/2017
EXACT EGG BOILER	86906151	2/12/2016	5201097	5/9/2017
WATERBLOCK	86381944	8/31/2014	4983987	6/21/2016
RAW	86376405	8/25/2014	4715983	4/7/2015
NEON	86373591	8/21/2014	4861889	12/1/2015
QUICK DUST	85947655	5/31/2013	4728211	4/28/2015
QUICK 'N EASY	85816473	1/6/2013	4656794	12/16/2014
I-DUSTER	85812470	12/28/2012	4380086	8/6/2013
GARLIC PREP 'N STORE	85768615	10/31/2012	5038107	9/6/2016
SPOTLESS	85768595	10/31/2012	4637686	11/11/2014
GRATE 'N STORE	85768619	10/31/2012	4585170	8/12/2014
PEEL 'N SLIDE	85768627	10/31/2012	4646777	11/25/2014
SALT GRIND 'N MEASURE	85768631	10/31/2012	4838532	10/20/2015
PEPPER GRIND 'N MEASURE	85768633	10/31/2012	4833844	10/31/2015
QUICK SCRUB	85451573	10/19/2011	4720489	4/14/2015
QUICK SWEEP	85450479	10/18/2011	4466915	1/14/2014
SMART SCRUB	85311414	5/3/2011	4292925	2/19/2013
COLOR IT CLEAN	85306231	4/27/2011	4451718	12/17/2013
MICROEGG	85306247	4/27/2011	4292913	2/19/2013
WASTE BAG-IT	85306308	4/27/2011	4547928	6/10/2014
FLIP	85306311	4/27/2011	4292914	2/19/2013
SUCKER GRIPS	85306320	4/27/2011	4298745	3/5/2013
IT'S NOT YOUR MOTHER'S	85192649	12/7/2010	3989991	7/5/2011
BE WILD	77609165	11/6/2008	4289254	2/12/2013
BE CLEAN	77446212	4/11/2008	3936174	3/29/2011
BE SHINY	77446327	4/11/2008	3978475	6/14/2011
CASABELLA CLEAN	77433589	3/27/2008	3717367	12/1/2009
FLEXI-TOTE	77428836	3/21/2008	3917428	2/8/2011

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
SWIVEL-IT	77311108	10/23/2007	3677159	9/1/2009
WAYCLEAN	77265207	8/27/2007	3778547	4/20/2010
CASABELLA	77237612	7/24/2007	3483529	8/12/2008
SINK SIDER	77216296	6/26/2007	3487248	8/19/2008
ONDA	76656307	3/9/2006	3468453	7/15/2008
MAGNET CLOTH	76646008	8/29/2005	3395298	3/11/2008
LINT-POD	76630064	1/21/2005	3261623	7/10/2007
GROOK	76499395	3/13/2003	2950921	5/17/2005
WRING LEADER	76487512	2/3/2003	2854762	6/15/2004
CASABELLA	76276018	6/25/2001	2651483	11/19/02
CASABELLA	74694711	6/29/1995	1976718	5/28/1996
MAGNET BROOM	74677823	5/22/1995	1966965	4/9/1996
EZ DUST IT	74573035	9/13/1994	1918010	9/12/1995