

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541725

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HANTOVER, INC.		09/19/2019	Corporation: MISSOURI
ARY, INC.		09/19/2019	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	CIT NORTHBRIDGE CREDIT LLC, as Agent		
Street Address:	11 West 42nd Street, 13th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	5566976	TRICK CONTROL CAP	
Registration Number:	5566975	THE SPIN O3	
Registration Number:	4663388	TRIMIT HP	
Registration Number:	3952396	KNEADED SAVINGS	
Registration Number:	4466099	THINK INSIDE THE BLOCK	
Registration Number:	4489060	TRIMIT HP	
Registration Number:	3306563	HANTOVER	
Registration Number:	3730118	KAPOOSH	
Registration Number:	3062355	POWER KNOCKER	
Registration Number:	2871759	TRIMIT	
Registration Number:	3853375	TRIMIT	
Registration Number:	2350162	GLOVE COMPARTMENT	
Registration Number:	2410254	KNIFE BLOCK	
Registration Number:	2188498	POP'S	
Registration Number:	2246750	POWER KNOCKER	
Registration Number:	1347265	"THE KNOCKER"	
Registration Number:	1706276	VACMASTER	
Registration Number:	4752718	STINKBOSS	

OP \$690.00 5566976

Property Type	Number	Word Mark
Registration Number:	4349614	ARYVACMASTER
Registration Number:	4346264	VACMASTER
Registration Number:	4471438	VACMASTER
Registration Number:	3312697	COMFORT GRIP
Registration Number:	3173699	MAXX WEAR
Registration Number:	3120152	ARY
Registration Number:	3823256	COMFORT GRIP
Registration Number:	3600408	GAMEMASTER
Registration Number:	3703670	TOTAL FRESHNESS SYSTEM

CORRESPONDENCE DATA

Fax Number: 3128637865

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: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2: Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7821.006
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	09/20/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 19, 2019, by the undersigned ("Grantors"), in favor of CIT NORTHBRIDGE CREDIT LLC, in its capacity as agent ("Agent") for the Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan, Security and Guarantee Agreement dated as of even date herewith by and among Grantors, each other Person joined to the Loan, Security and Guarantee Agreement from time to time as a borrower pursuant to Section 10.1.9 thereof (together with Grantors, collectively the "Borrowers"), 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 "Loan Agreement"), Agent and Lenders have agreed to make Loans for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, Grantors are 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, Grantors hereby agree as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure prompt payment and performance of the Obligations, Grantors hereby grant to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following (except to the extent that any of the following constitutes Excluded Property), whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Loan Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Loan Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

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 Loan Agreement. Grantors hereby acknowledge 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

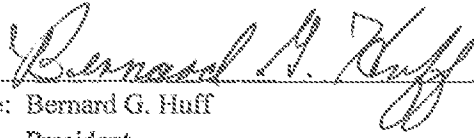
4. Authorization to Supplement. If Grantors shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Trademark Licenses or renewal or extension of any Trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Trademark Licenses of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. 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. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

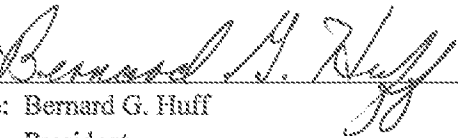
[signature pages follow]

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

HANTOVER, INC., a Missouri corporation

By: 
Name: Bernard G. Huff
Title: President

ARY, INC., a Missouri corporation

By: 
Name: Bernard G. Huff
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

CIT NORTHBRIDGE CREDIT LLC,
as Agent

By: David Chang
Name: David Chang
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

US Trademarks

MARK	REGISTRATION NUMBER	DATE	GRANTOR
TRICK CONTROL CAP	5566976	9/18/18	Hantover, Inc.
THE SPIN O3	5566975	9/18/18	Hantover, Inc.
TRIMIT HP	4663388	12/30/14	Hantover, Inc.
KNEADED SAVINGS	3952396	4/26/11	Hantover, Inc.
THINK INSIDE THE BLOCK	4466099	1/14/14	Hantover, Inc.
TRIMIT HP	4489060	2/25/14	Hantover, Inc.
HANTOVER	3306563	10/9/07	Hantover, Inc.
KAPOOSH	3730118	12/22/09	Hantover, Inc.
POWER KNOCKER	3062355	2/28/06	Hantover, Inc.
TRIMIT	2871759	8/10/04	Hantover, Inc.
TRIMIT	3853375	9/28/10	Hantover, Inc.
GLOVE COMPARTMENT	2350162	5/16/00	Hantover, Inc.
KNIFE BLOCK	2410254	12/5/00	Hantover, Inc.
POP'S	2188498	9/8/98	Hantover, Inc.
POWER KNOCKER	2246750	5/18/99	Hantover, Inc.
"THE KNOCKER"	1347265	7/9/85	Hantover, Inc.
VACMASTER	1706276	8/11/92	Ary, Inc.
STINKBOSS	4752718	6/9/15	Ary, Inc.
ARYVACMASTER	4349614	6/11/13	Ary, Inc.
VACMASTER	4346264	6/4/13	Ary, Inc.
VACMASTER	4471438	1/21/14	Ary, Inc.
COMFORT GRIP	3312697	10/16/07	Ary, Inc.
MAXX WEAR	3173699	11/21/06	Ary, Inc.
ARY	3120152	7/25/06	Ary, Inc.
COMFORT GRIP	3823256	7/20/10	Ary, Inc.
GAMEMASTER	3600408	3/31/09	Ary, Inc.
TOTAL FRESHNESS SYSTEM	3703670	10/27/09	Ary, Inc.

Canadian Trademarks

Current Owner/ Applicant	Trademark	Registration Date	Registration No./ Application No.
Hantover, Inc.	HANTOVER	2008-07-17	TMA718826 App. No. 1268669
Hantover, Inc.	KAPOOSH	2008-03-18	TMA709764 App. No. 1319399
Hantover, Inc.	MOXFLY	2015-11-12	App. No. 1754562
ARY, Inc.	STINKBOSS	2017-06-12	TMA973254 App. No. 1680990
ARY, Inc.	TOTAL FRESHNESS SYSTEM	2009-02-24	TMA735044 App. No. 1333950

Current Owner/ Applicant	Trademark	Registration Date	Registration No./ Application No.
ARY, Inc.	GAMEMASTER	2008-03-14	TMA709478 App. No. 1333948
ARY, Inc.	ARY	2007-06-19	TMA690179 App. No. 1268670