

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM566944

|                                   |                                     |                                      |                                    |
|-----------------------------------|-------------------------------------|--------------------------------------|------------------------------------|
| <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>                 |
| Little Busy Bodies, LLC           |                                     | 02/28/2020                           | Limited Liability Company:<br>OHIO |
| <b>RECEIVING PARTY DATA</b>       |                                     |                                      |                                    |
| <b>Name:</b>                      | JP Morgan Chase Bank, N.A.          |                                      |                                    |
| <b>Street Address:</b>            | 8044 Montgomery Road, Suite 350     |                                      |                                    |
| <b>City:</b>                      | Cincinnati                          |                                      |                                    |
| <b>State/Country:</b>             | OHIO                                |                                      |                                    |
| <b>Postal Code:</b>               | 45236                               |                                      |                                    |
| <b>Entity Type:</b>               | National Association: UNITED STATES |                                      |                                    |
| <b>PROPERTY NUMBERS Total: 25</b> |                                     |                                      |                                    |
| <b>Property Type</b>              | <b>Number</b>                       | <b>Word Mark</b>                     |                                    |
| <b>Serial Number:</b>             | 77233002                            | BOOGIE WIPES                         |                                    |
| <b>Serial Number:</b>             | 77485579                            | BOOGIE MOMS                          |                                    |
| <b>Serial Number:</b>             | 77487861                            | 'SNOT YOUR AVERAGE WIPE              |                                    |
| <b>Serial Number:</b>             | 77492320                            | BOOGIES ON THE RUN                   |                                    |
| <b>Serial Number:</b>             | 77648693                            | GENTLE SALINE WIPES FOR STUFFY NOSES |                                    |
| <b>Serial Number:</b>             | 77704750                            | BOOGIE                               |                                    |
| <b>Serial Number:</b>             | 77716556                            | THE BUSINESS OF BEING A MOM          |                                    |
| <b>Serial Number:</b>             | 77724481                            | ACHOOZ                               |                                    |
| <b>Serial Number:</b>             | 77867219                            | SAVE THE SLEEVE                      |                                    |
| <b>Serial Number:</b>             | 77923625                            |                                      |                                    |
| <b>Serial Number:</b>             | 77954588                            | SALINE SOOTHERS                      |                                    |
| <b>Serial Number:</b>             | 85110691                            |                                      |                                    |
| <b>Serial Number:</b>             | 85474642                            | NATURAL CLEAN SALINE                 |                                    |
| <b>Serial Number:</b>             | 85530356                            | SALINE AMBASSADOR                    |                                    |
| <b>Serial Number:</b>             | 86878413                            | MAKE YOUR NOSE HAPPY!                |                                    |
| <b>Serial Number:</b>             | 86927515                            | BOOGIE                               |                                    |
| <b>Serial Number:</b>             | 88020211                            | BOOGIE MIST                          |                                    |
| <b>Serial Number:</b>             | 88020213                            | BOOGIE MIST                          |                                    |
| <b>Serial Number:</b>             | 88020215                            | BOOGIE DROPS                         |                                    |
| <b>TRADEMARK</b>                  |                                     |                                      |                                    |

OP \$640.00 77233002

| Property Type  | Number   | Word Mark                            |
|----------------|----------|--------------------------------------|
| Serial Number: | 88020222 | BOOGIE DROPS                         |
| Serial Number: | 88515541 | BOOGIE BOTTOMS                       |
| Serial Number: | 88515543 | BOOGIE BOTTOMS                       |
| Serial Number: | 88515545 | BOOGIE BOTTOMS                       |
| Serial Number: | 88515547 | BOOGIE BOTTOMS                       |
| Serial Number: | 88599252 | GENTLE SALINE WIPES FOR STUFFY NOSES |

**CORRESPONDENCE DATA**

Fax Number: 5139778141

*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: 5139778527

Email: april.besl@dinsmore.com

Correspondent Name: April L. Besl

Address Line 1: 255 E. Fifth St., Suite 1900

Address Line 4: Cincinnati, OHIO 45202

|                    |                |
|--------------------|----------------|
| NAME OF SUBMITTER: | April L Besl   |
| SIGNATURE:         | /april l besl/ |
| DATE SIGNED:       | 03/13/2020     |

**Total Attachments: 8**

- source=Little Busy Bodies - Security Agreement#page1.tif
- source=Little Busy Bodies - Security Agreement#page2.tif
- source=Little Busy Bodies - Security Agreement#page3.tif
- source=Little Busy Bodies - Security Agreement#page4.tif
- source=Little Busy Bodies - Security Agreement#page5.tif
- source=Little Busy Bodies - Security Agreement#page6.tif
- source=Little Busy Bodies - Security Agreement#page7.tif
- source=Little Busy Bodies - Security Agreement#page8.tif

## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 28, 2020, is made by LITTLE BUSY BODIES, LLC, an Ohio limited liability company, located at 212 E. Third Street, Ste. 300, Cincinnati, Ohio 45202 (the "Grantor"), in favor of JP MORGAN CHASE BANK, N.A., located at 8044 Montgomery Road, Suite 350, Cincinnati, Ohio 45236 (the "Lender"), parties to the Credit Agreement, of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, Eleco Brands LLC, an Ohio limited liability company (collectively, "Borrowers"), and the Lender.

### WITNESSETH

WHEREAS, pursuant to the Credit Agreement, the Lender has agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, of even date herewith, in favor of the Lender (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Lender for the benefit of the Lender a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Exhibit A attached hereto) (collectively, the "Trademark Collateral"), to the Lender for the benefit of the Secured Parties to secure payment, performance and observance of the Secured Obligations.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by Grantor of a security interest therein would result in the loss by Grantor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

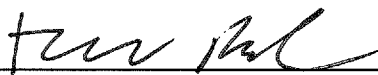
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**[Signature Pages Follow]**

IN WITNESS WHEREOF, the Grantor and the Lender have executed this Grant of Security Interest in Trademark Rights as of the date first above written.

**GRANTOR:**

LITTLE BUSY BODIES, LLC,  
as Grantor

By: 

Name: Richard T. Palmer

Title: President

**LENDER:**

JPMORGAN CHASE BANK, N.A.,  
as Lender

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

Name: Eric Lanter

Title: Executive Director

IN WITNESS WHEREOF, the Grantor and the Lender have executed this Grant of Security Interest in Trademark Rights as of the date first above written.

**GRANTOR:**

LITTLE BUSY BODIES, LLC,  
as Grantor

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

Name: Richard T. Palmer

Title: President

**LENDER:**

JPMORGAN CHASE BANK, N.A.,  
as Lender

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

Name: Nick Wunderlich

Title: Vice President

*Signature Page to Grant of Security Interest in Trademark Rights*

**TRADEMARK**  
**REEL: 006890 FRAME: 0783**

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO

COUNTY OF Hamilton



STEPHEN MORSCH  
Notary Public, State of Ohio  
My Commission Expires 04-18-2022

I hereby certify that Richard Palmer, the CEO of LITTLE BUSY BODIES, LLC, an Ohio limited liability company, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of LITTLE BUSY BODIES, LLC.

Witness my hand and official seal, this the 26<sup>th</sup> day of February, 2020.

My commission expires: 4-18-2022

Stephen Morsch  
Notary Public

*Acknowledgement to Grant of Security Interest in Trademark Rights*

ACKNOWLEDGEMENT OF LENDER

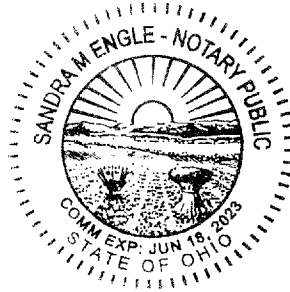
STATE OF OHIO                    )  
  ) ss:  
COUNTY OF                        )

I hereby certify that Nicholas Wundertlich, the Vice President of JPMORGAN CHASE BANK, N.A, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of JPMORGAN CHASE BANK, N.A.

Witness my hand and official seal, this the 26 day of February, 2020.

My commission expires:  
6-18-2023

Sandra Engle  
Notary Public



*Acknowledgement to Grant of Security Interest in Trademark Rights*



**EXHIBIT A**

**TRADEMARKS**

| <u>Trademark</u>                                   | <u>Country</u> | <u>Application Filing Date</u> | <u>Application Serial Number</u> | <u>Registration Date</u> | <u>Registration Number</u> | <u>Renewal Date</u> |
|--|----------------|--------------------------------|----------------------------------|--------------------------|----------------------------|---------------------|
| BOOGIE WIPES                                       | US             | 07/18/2007                     | 77/233,002                       | 12/02/2008               | 3,541,165                  | 12/02/2028          |
| BOOGIE MOMS  | US             | 05/28/2008                     | 77/485,579                       | 02/16/2010               | 3,750,406                  | 02/16/2030          |
| 'SNOT' YOUR AVERAGE WIPE                           | US             | 05/30/2008                     | 77/487,861                       | 10/13/2009               | 3,696,660                  | 10/13/2029          |
| BOOGIES ON THE RUN                                 | US             | 06/05/2008                     | 77/492,320                       | 01/13/2009               | 3,560,905                  | 01/13/2029          |
| GENTLE SALINE WIPES FOR STUFFY NOSES               | US             | 01/13/2009                     | 77/648,693                       | 12/15/2009               | 3,726,848                  | 12/15/2029          |
| BOOGIE   | US             | 04/01/2009                     | 77/704,750                       | 06/26/2012               | 4,162,748                  | 06/26/2022          |
| THE BUSINESS OF BEING A MOM                        | US             | 04/17/2009                     | 77/716,556                       | 08/17/2010               | 3,835,933                  | 08/17/2020          |
| ACHOOZ   | US             | 04/28/2009                     | 77/724,481                       | 09/14/2010               | 3,848,597                  | 09/14/2020          |
| SAVE THE SLEEVE                                    | US             | 11/06/2009                     | 77/867,219                       | 12/07/2010               | 3,887,761                  | 12/07/2020          |
| Nose Logo  | US             | 29-Jan-2010                    | 77/923,625                       | 11/23/2010               | 3,881,543                  | 11/23/2020          |
| SALINE SOOTHERS                                    | US             | 09-Mar-2010                    | 77/954,588                       | 04/26/2011               | 3,952,199                  | 04/26/2021          |
| Green and Orange Wipe Package Trade Dress (Design) | US             | 08/18/2010                     | 85/110,691                       | 12/16/2014               | 4,654,842                  | 12/16/2020          |
| NATURAL CLEAN SALINE                               | US             | 11/16/2011                     | 85/474,642                       | 07/22/2014               | 4,572,767                  | 07/22/2020          |
| SALINE AMBASSADOR                                  | US             | 01/31/2012                     | 85/530,356                       | 07/22/2014               | 4,572,808                  | 07/22/2020          |

| <u>Trademark</u>      | <u>Country</u> | <u>Application Filing Date</u> | <u>Application Serial Number</u> | <u>Registration Date</u> | <u>Registration Number</u> | <u>Renewal Date</u> |
|-----------------------|----------------|--------------------------------|----------------------------------|--------------------------|----------------------------|---------------------|
| MAKE YOUR NOSE HAPPY! | US             | 01/18/2016                     | 86/878,413                       | 10/03/2017               | 5,302,258                  | 10/03/2023          |
| BOOGIE                | US             | 03/03/2016                     | 86/927,515                       | 09/20/2016               | 5,045,572                  | 09/20/2022          |
| BOOGIE MIST           | US             | 06/29/2018                     | 88/020,211                       | 09/03/2019               | 5,848,507                  | 09/03/2025          |
| BOOGIE MIST & Design  | US             | 06/29/2018                     | 88/020,213                       | 09/03/2019               | 5,848,508                  | 09/03/2025          |
| BOOGIE DROPS          | US             | 06/29/2018                     | 88/020,215                       | 09/03/2019               | 5,848,509                  | 09/03/2025          |
| BOOGIE DROPS & Design | US             | 06/29/2018                     | 88/020,222                       | 09/03/2019               | 5,848,510                  | 09/03/2025          |
| BOOGIE BOTTOMS        | US             | 07/15/2019                     | 88/515,541                       | 01/21/2020               | 5,967,101                  | 01/21/2026          |

TRADEMARK APPLICATIONS

| <u>Trademark Application</u>         | <u>Country</u> | <u>Application Filing Date</u> | <u>Application Serial Number</u> | <u>Status</u>                         |
|--------------------------------------|----------------|--------------------------------|----------------------------------|---------------------------------------|
| BOOGIE BOTTOMS & Design              | US             | 07/15/2019                     | 88/515,543                       | Awaiting action                       |
| BOOGIE BOTTOMS                       | US             | 07/15/2019                     | 88/515,545                       | Awaiting action                       |
| BOOGIE BOTTOMS & Design              | US             | 07/15/2019                     | 88/515,547                       | Awaiting action                       |
| GENTLE SALINE WIPES FOR STUFFY NOSES | US             | 08/30/2019                     | 88/599,252                       | Office Action Response due 04/03/2020 |