

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593669

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vi-Jon, Inc.		08/21/2020	Corporation: TENNESSEE
American Republic Brands, L.L.C.		08/21/2020	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	101 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	3352948	ALPINE X-TREME
Registration Number:	2271154	GERM BLASTER
Registration Number:	2763159	ICE MINT
Registration Number:	2295835	PURETEST
Registration Number:	2515061	PURETEST
Registration Number:	2506782	PURETEST
Registration Number:	3003472	SONOMA SPA
Registration Number:	1704520	CITROMA
Registration Number:	4142435	DIP-IT
Registration Number:	3757865	ESSENTIAL GROOMING GEAR
Registration Number:	3546716	FLAG & SAIL
Registration Number:	5753273	FORM + FUNCTION
Registration Number:	2139736	GERM-X
Registration Number:	4191391	AWA ADVANCED WEALTH ADVISERS LLC
Registration Number:	5032465	GERM-X3
Registration Number:	5082944	GERM-X EVERYWHERE
Registration Number:	5083062	GERM-X EVERYWHERE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5083074	GERM-X EVERYWHERE
Registration Number:	5388197	GERM-X GO
Registration Number:	5028685	GO PLACES. TOUCH THINGS.
Registration Number:	2401345	ICEBERG BLUE
Registration Number:	1997803	
Registration Number:	5325768	MOUNTAIN FALLS
Registration Number:	4477907	NUTRILOCK
Registration Number:	2410777	OIL OF BEAUTY
Registration Number:	4999696	OMNIPOD
Registration Number:	4681241	SALON EFFECTS
Registration Number:	896120	SCRUBBLES
Registration Number:	3699748	SCRUBBLES
Registration Number:	5371802	SIMPLY U
Registration Number:	5342016	SIMPLY U
Registration Number:	5342024	SIMPLY U
Registration Number:	5371803	SIMPLY U
Registration Number:	5514914	SONOMA SPA
Registration Number:	2006918	SPRING MINT
Registration Number:	2299149	SWAN
Registration Number:	1522360	SWAN
Registration Number:	2140304	SWAN
Registration Number:	2355539	SWAN
Registration Number:	2417799	SWAN
Registration Number:	3511358	V
Registration Number:	5014599	V VI ·JON

CORRESPONDENCE DATA

Fax Number:

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1256965

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/

DATE SIGNED:	08/24/2020
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Total Attachments: 9

- source=5. Vi-Jon - Trademark Security Agreement - Filing#page3.tif
- source=5. Vi-Jon - Trademark Security Agreement - Filing#page4.tif
- source=5. Vi-Jon - Trademark Security Agreement - Filing#page5.tif
- source=5. Vi-Jon - Trademark Security Agreement - Filing#page6.tif
- source=5. Vi-Jon - Trademark Security Agreement - Filing#page7.tif
- source=5. Vi-Jon - Trademark Security Agreement - Filing#page8.tif
- source=5. Vi-Jon - Trademark Security Agreement - Filing#page9.tif
- source=5. Vi-Jon - Trademark Security Agreement - Filing#page10.tif
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Trademark Security Agreement

Trademark Security Agreement (this "Trademark Security Agreement"), dated as of August 21 2020, by VI-JON, INC., a Tennessee corporation ("Vi-Jon") and AMERICAN REPUBLIC BRANDS, L.L.C., a Missouri limited liability company (each, a "Pledgor", and collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to that certain Security Agreement dated as of August 21, 2020 (as amended, restated or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Obligations, each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of each Pledgor's respective right, title and interest in, to and under all the following Pledged Collateral of the Pledgors (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Pledgors listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing;

in each case other than Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.


SECTION 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.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

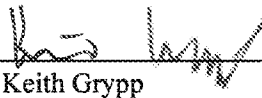
[signature page follows]

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

Very truly yours,
VI-JON, INC., as Pledgor

By:  _____
Name: Keith Grypp
Title: Chief Legal Officer and Secretary

AMERICAN REPUBLIC BRANDS, L.L.C., as
Pledgor

By:  _____
Name: Keith Grypp
Title: Vice President, General Counsel and Secretary

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

A handwritten signature in black ink, appearing to read "Peter Drooff". The signature is written in a cursive style with a large initial "P" and "D".

By: _____
Name: Peter Drooff
Title: Sr. Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
American Republic Brands, L.L.C.	3,352,948	ALPINE X-TREME (003)
American Republic Brands, L.L.C.	2,271,154	GERM BLASTER (003)
American Republic Brands, L.L.C.	2,763,159	ICE MINT (005)
American Republic Brands, L.L.C.	2,295,835	PURETEST (005)
American Republic Brands, L.L.C.	2,515,061	PURETEST (003)
American Republic Brands, L.L.C.	2,506,782	PURETEST (Stylized) (003)
American Republic Brands, L.L.C.	3,003,472	SONOMA SPA (003)
Vi-Jon, Inc.	83,930	CITROMA (005)
Vi-Jon, Inc.	1,704,520	CITROMA (005)
Vi-Jon, Inc.	Reg. # 97.718 Renewal # 49.170	CITROMA (005)
Vi-Jon, Inc.	4,142,435	DIP-IT (003)
Vi-Jon, Inc.	3,757,865	ESSENTIAL GROOMING GEAR (003)
Vi-Jon, Inc.	3,546,716	FLAG & SAIL (003)
Vi-Jon, Inc.	1944889	FORM + FUNCTION (design)(003)
Vi-Jon, Inc.	2096842	FORM + FUNCTION (design)(005)

Vi-Jon, Inc.	5,753,273	FORM + FUNCTION (design)(003, 005)
Vi-Jon, Inc.	113962-C	GERM-X (003)
Vi-Jon, Inc.	158,945	GERM-X (003)
Vi-Jon, Inc.	136,441	GERM-X (003)
Vi-Jon, Inc.	221,453	GERM-X (003,005)
Vi-Jon, Inc.	01941369	GERM-X (005)
Vi-Jon, Inc.	4,191,392	GERM-X (003)
Vi-Jon, Inc.	4,846,388	GERM-X (003, 005)
Vi-Jon, Inc.	825,902	GERM-X (003)
Vi-Jon, Inc.	113963-C	GERM-X (005)
Vi-Jon, Inc.	136,442	GERM-X (005)
Vi-Jon, Inc.	2,139,736	GERM-X (005)
Vi-Jon, Inc.	TMA628,798	GERM-X (005)
Vi-Jon, Inc.	4,191,391	GERM-X (005)
Vi-Jon, Inc.	5,032,465	GERM-X3 (005)
Vi-Jon, Inc.	5,082,944	GERM-X EVERYWHERE (005)
Vi-Jon, Inc.	5,083,062	germ-x everywhere Design (005)
Vi-Jon, Inc.	5,083,074	germ-x everywhere (logo swoosh design) (005)
Vi-Jon, Inc.	5,388,197	GERM-X GO (005)
Vi-Jon, Inc.	5,028,685	GO PLACES. TOUCH

		THINGS (005)
Vi-Jon, Inc.	2,401,345	ICEBERG BLUE (005)
Vi-Jon, Inc.	TMA789407	INSPECTOR HECTOR & Design (with color claim) (003, 005)
Vi-Jon, Inc.	TMA780,713	INSPECTOR HECTOR (003, 005)
Vi-Jon, Inc.	TMA780,714	INSPECTOR HECTOR Character (Misc. Design) (003, 005)
Vi-Jon, Inc.	1772963	MINERAL SPRINGS (003)
Vi-Jon, Inc.	1772964	MINERAL SPRINGS (005)
Vi-Jon, Inc.	1,997,803	MISCELLANEOUS DESIGN (Bottle & Cap) (003)
Vi-Jon, Inc.	5,325,768	MOUNTAIN FALLS (003, 005)
Vi-Jon, Inc.	TMA1039329	MOUNTAIN FALLS (003, 005)
Vi-Jon, Inc.	1790326	MOUNTAIN FALLS (003)
Vi-Jon, Inc.	1772962	MOUNTAIN FALLS (005)
Vi-Jon, Inc.	4,477,907	NUTRILOCK (003)
Vi-Jon, Inc.	2,410,777	OIL OF BEAUTY (003)
Vi-Jon, Inc.	4,999,696	OMNIPOD (021)
Vi-Jon, Inc.	016214728	OMNIPOD (021)

Vi-Jon, Inc.	4,681,241	SALON EFFECTS (003)
Vi-Jon, Inc.	896,120	SCRUBBLES (003)
Vi-Jon, Inc.	3,699,748	SCRUBBLES (003)
Vi-Jon, Inc.	5,371,802	SIMPLY U (005)
Vi-Jon, Inc.	5,342,016	SIMPLY U (003)
Vi-Jon, Inc.	5,342,024	SIMPLY U (003)(Style & design)
Vi-Jon, Inc.	5,371,803	SIMPLY U (005)(Style & design)
Vi-Jon, Inc.		SOLAR PLEX**
Vi-Jon, Inc.	5,514,914	SONOMA SPA (003)
Vi-Jon, Inc.	2,006,918	SPRING MINT (003)
Vi-Jon, Inc.	136,443	SWAN (003)
Vi-Jon, Inc.	75,135	SWAN (005)
Vi-Jon, Inc.	75,136	SWAN (003)
Vi-Jon, Inc.	162,768	SWAN (003, 005)
Vi-Jon, Inc.	2,299,149	SWAN (003)
Vi-Jon, Inc.	1,522,360	SWAN (005)
Vi-Jon, Inc.	2,140,304	SWAN (005)
Vi-Jon, Inc.	2,355,539	SWAN & Design (word to right of design) (003)
Vi-Jon, Inc.	2,417,799	SWAN & Design (word to right of design) (005)
Vi-Jon, Inc.	3,511,358	V & Design (100th

		Anniversary Logo) (040)
Vi-Jon, Inc.	5,014,599	VI-JON and design (040)

** Registration pending.

Trademark Applications:

OWNER	SERIAL NUMBER	TRADEMARK
N/A		