

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VI-JON, LLC		03/03/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	135 South LaSalle Street		
Internal Address:	Mail Code: IL4-135-09-61		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	5753273	FORM + FUNCTION	
Registration Number:	5514914	SONOMA SPA	
Registration Number:	5388197	GERM-X GO	
Registration Number:	5371803	SIMPLY U	
Registration Number:	5371802	SIMPLY U	
Registration Number:	5342024	SIMPLY U	
Registration Number:	5342016	SIMPLY U	
Registration Number:	5325768	MOUNTAIN FALLS	
Registration Number:	5083074	GERM-X EVERYWHERE	
Registration Number:	5083062	GERM-X EVERYWHERE	
Registration Number:	5082944	GERM-X EVERYWHERE	
Registration Number:	5032465	GERM-X3	
Registration Number:	5028685	GO PLACES. TOUCH THINGS.	
Registration Number:	5014599	V VI ·JON	
Registration Number:	4999696	OMNIPOD	
Registration Number:	4681241	SALON EFFECTS	
Registration Number:	4477907	NUTRILOCK	
Registration Number:	4142435	DIP-IT	
TRADEMARK			

OP \$1065.00 5753273

Property Type	Number	Word Mark
Registration Number:	3757865	ESSENTIAL GROOMING GEAR
Registration Number:	3699748	SCRUBBLES
Registration Number:	3546716	FLAG & SAIL
Registration Number:	3511358	V
Registration Number:	3352948	ALPINE X-TREME
Registration Number:	3003472	SONOMA SPA
Registration Number:	2763159	ICE MINT
Registration Number:	2515061	PURETEST
Registration Number:	2506782	PURETEST
Registration Number:	2417799	SWAN
Registration Number:	2410777	OIL OF BEAUTY
Registration Number:	2401345	ICEBERG BLUE
Registration Number:	2355539	SWAN
Registration Number:	2299149	SWAN
Registration Number:	2295835	PURETEST
Registration Number:	2271154	GERM BLASTER
Registration Number:	2140304	SWAN
Registration Number:	2139736	GERM-X
Registration Number:	2006918	SPRING MINT
Registration Number:	1997803	
Registration Number:	1704520	CITROMA
Registration Number:	1522360	SWAN
Registration Number:	896120	SCRUBBLES
Serial Number:	88342413	SOLAR PLEX

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com,
maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 017625.005273

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 03/05/2021

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement (this "Trademark Security Agreement"), dated as of March 3, 2021 by VI-JON, LLC (the "Pledgor"), 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").

WITNESSETH:

WHEREAS, the Pledgor is a party to that certain Security Agreement dated as of March 3, 2021 (as amended, restated or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is 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 Pledgor hereby agrees 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, the 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 its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Pledgor 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 Pledgor hereby acknowledges and affirms 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 Pledgor 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, the 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, LLC, as Pledgor

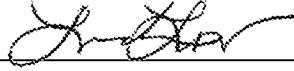
By: Scott Mekus

Name: Scott Mekus

Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED:

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

By:  _____

Name: Linda Lov

Title: Assistant Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Mark	Reg. No.	Reg. Date
FORM + FUNCTION and Design	5753273	05/14/2019
SONOMA SPA	5514914	07/10/2018
GERM-X GO	5388197	01/23/2018
SIMPLY U and Design	5371803	01/02/2018
SIMPLY U	5371802	01/02/2018
SIMPLY U and Design	5342024	11/21/2017
SIMPLY U	5342016	11/21/2017
MOUNTAIN FALLS	5325768	10/31/2017
GERM-X EVERYWHERE and Design	5083074	11/15/2016
GERM-X EVERYWHERE and Design	5083062	11/15/2016
GERM-X EVERYWHERE	5082944	11/15/2016
GERM-X3	5032465	08/30/2016
GO PLACES. TOUCH THINGS.	5028685	08/23/2016
V VI ·JON and Design	5014599	08/02/2016
OMNIPOD	4999696	07/12/2016
SALON EFFECTS	4681241	02/03/2015
NUTRILOCK	4477907	02/04/2014
DIP-IT	4142435	05/15/2012
ESSENTIAL GROOMING GEAR	3757865	03/09/2010
SCRUBBLES	3699748	10/20/2009
FLAG & SAIL	3546716	12/16/2008
V and Design	3511358	10/07/2008
ALPINE X-TREME	3352948	12/11/2007
SONOMA SPA	3003472	10/04/2005
ICE MINT	2763159	09/16/2003
PURETEST	2515061	12/04/2001
PURETEST (Stylized)	2506782	11/13/2001
SWAN and Design	2417799	01/02/2001
OIL OF BEAUTY	2410777	12/05/2000
ICEBERG BLUE	2401345	11/07/2000
SWAN and Design	2355539	06/06/2000
SWAN	2299149	12/14/1999
PURETEST	2295835	11/30/1999
GERM BLASTER	2271154	08/17/1999
SWAN	2140304	03/03/1998
GERM-X	2139736	02/24/1998
SPRING MINT	2006918	10/08/1996
Design Only	1997803	09/03/1996
CITROMA	1704520	08/04/1992
SWAN	1522360	01/31/1989
SCRUBBLES	896120	08/04/1970

Trademark Application:

Mark	Appl. No.	Filing Date
SOLAR PLEX	88342413	03/15/2019