

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Microban Products Company		05/13/2021	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association, as Agent		
Street Address:	Fifth Third Cent.		
Internal Address:	38 Fountain Sq. Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	6245842	MICROBAN ECOFRESH	
Registration Number:	6044293	THE CLEANER HOME	
Serial Number:	90148937	AEGIS VES 240	
Serial Number:	90148941	AEGIS VES 240	
Serial Number:	90148704	ASCERA	
Serial Number:	90148708	ASCERA	
Serial Number:	90148713	ASCERA	
Serial Number:	90148733	MICROBAN ASCERA	
Serial Number:	90148737	MICROBAN ASCERA	
Serial Number:	90148745	MICROBAN ASCERA	
Serial Number:	88879217	MICROBAN RECLAIM	
Serial Number:	90148807	MICROBAN REFRESH	
Serial Number:	90148811	MICROBAN REFRESH	
Serial Number:	90148906	MICROBAN REFRESH	
Serial Number:	90302924	MICROBAN	
Serial Number:	88778991	RECLAIM	
Serial Number:	90148779	REFRESH	
Serial Number:	90148783	REFRESH	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90148792	REFRESH

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: 888-829-5817
Email: trevor.harris@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 208 South LaSalle St.
Address Line 2: Suite 814
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	Melanie A. Fagan
SIGNATURE:	/Melanie A. Fagan/
DATE SIGNED:	07/12/2021

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Microban Products Company

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: North Carolina
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 13, 2021

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fifth Third Bank, National Association, as Agent

Street Address: Fifth Third Cent., 38 Fountain Sq. Plaza

City: Cincinnati

State: Ohio

Country: USA Zip: 45263

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule A attached

B. Trademark Registration No.(s) _____

See Schedule A attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Melanie A. Fagan

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-3405

Docket Number: _____

Email Address: mfagan@chapman.com

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:  for Chapman and Cutler LLP

May 20, 2021

Signature

Date

Melanie A. Fagan, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

TRADEMARK COLLATERAL AGREEMENT

This 13th day of May, 2021, MICROBAN PRODUCTS COMPANY, a North Carolina corporation (the “*Debtor*”), with its principal place of business and mailing address at 11400 Vanstory Drive, Huntersville, North Carolina 28078, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, National Association (“*Fifth Third*”), with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the “*Administrative Agent*”), and grants to the Administrative 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 of Debtor as set out in that certain Second Amended and Restated Security Agreement dated as of January 31, 2020, among Debtor, certain affiliates of Debtor and the Administrative Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Administrative Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment, 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.

[SIGNATURE PAGES TO FOLLOW]

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

MICROBAN PRODUCTS COMPANY

By  _____
Name: Joe Lyons
Title: Secretary


[Signature Page to Trademark Collateral Agreement (Microban Products Company)]

TRADEMARK
REEL: 007351 FRAME: 0844

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

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By



Name Jon-Paul Hickey

Title Sr. Vice President

[Signature Page to Trademark Collateral Agreement (Microban Products Company)]

TRADEMARK
REEL: 007351 FRAME: 0845

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
Microban EcoFresh	6245842	12-Jan-2021
The Cleaner Home	6044293	28-Apr-2020

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
AEGIS VES 240	90/148937	31-Aug-2020
AEGIS VES 240	90/148941	31-Aug-2020
ASCERA	90/148704	31-Aug-2020
ASCERA	90/148708	31-Aug-2020
ASCERA	90/148713	31-Aug-2020
MICROBAN ASCERA	90/148733	31-Aug-2020
MICROBAN ASCERA	90/148737	31-Aug-2020
MICROBAN ASCERA	90/148745	31-Aug-2020
Microban Reclaim	88/879217	20-Apr-2020
MICROBAN REFRESH	90/148807	31-Aug-2020
MICROBAN REFRESH	90/148811	31-Aug-2020
MICROBAN REFRESH	90/148906	31-Aug-2020
MICROBAN with Shield	90/302924	06-Nov-2020
RECLAIM	88/778991	30-Jan-2020
REFRESH	90/148779	31-Aug-2020
REFRESH	90/148783	31-Aug-2020
REFRESH	90/148792	31-Aug-2020