

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5435928

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TENDER CORPORATION	01/31/2019
RECEIVING PARTY DATA		
Name:	DEERPATH FUND SERVICES, LLC	
Street Address:	405 LEXINGTON AVENUE, 53RD FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10174	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Patent Number:	8522976	
Patent Number:	9186286	
Patent Number:	8336712	
Patent Number:	8770406	
Patent Number:	5607512	
CORRESPONDENCE DATA		
Fax Number:	(713)226-6398	
<i>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.</i>		
Phone:	713-226-6694	
Email:	patmail@porterhedges.com	
Correspondent Name:	JONATHAN M. PIERCE	
Address Line 1:	PORTER HEDGES LLP	
Address Line 2:	1000 MAIN STREET, 36TH FLOOR	
Address Line 4:	HOUSTON, TEXAS 77002	
ATTORNEY DOCKET NUMBER:	010997-0177	
NAME OF SUBMITTER:	JONATHAN M. PIERCE	
SIGNATURE:	/jmp/	
DATE SIGNED:	03/22/2019	
This document serves as an Oath/Declaration (37 CFR 1.63).		

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2019 (the “**Agreement**”), by and between TENDER CORPORATION, a Delaware corporation (“**Debtor**”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, the “**Borrowers**”), and the guarantors from time to time party to the Loan Agreement (the “**Guarantors**”), the lenders from time to time party to the Loan Agreement (collectively, the “**Lenders**”), and Secured Party have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Loan Agreement**”);

WHEREAS, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

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

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**IP Collateral**”), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in 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.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

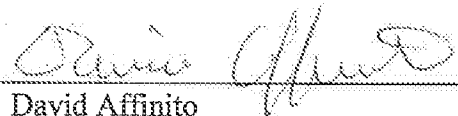
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

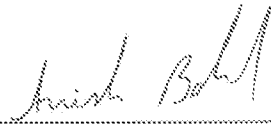
DEBTOR:

TENDER CORPORATION
a Delaware corporation

By: 
Name: David Affinito
Title: Assistant Secretary

SECURED PARTY:

DEERPATH FUND SERVICES, LLC
a Delaware limited liability company,
as Agent

By: 
Name: Anish Bahl
Title: Chief Financial Officer

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

PATENT
REEL: 048671 FRAME: 0764

Schedule 1

to

Patent and Trademark Security Agreement




Patents

	Patent No./ Publication No./ Application No.	Country	Issue Date/ Pub. Date/ App. Date	Title
1	8522976 20130175193 13/344487	USA	03-SEP-2013 11-JUL-2013 05-JAN-2012	SYSTEMS, DEVICES, AND METHODS FOR INCREASING CONSUMER ACCESS TO FIRST AID SUPPLIES
	9186286 20140353193 14/324692	USA	17-NOV-2015 04-DEC-2014 07-JUL-2014	SYSTEMS, DEVICES, AND METHODS FOR INCREASING CONSUMER ACCESS TO FIRST AID SUPPLIES
2	8336712 20120292216 13/109908	USA	25-DEC-2012 22-NOV-2012 17-MAY-2011	DEVICES AND SYSTEMS FOR PROVIDING INCREASED ACCESS TO FIRST AID SUPPLIES
	8770406 20130043269 13/653092	USA	08-JUL-2014 21-FEB-2013 16-OCT-2012	METHODS, DEVICES, AND SYSTEMS FOR PROVIDING INCREASED ACCESS TO FIRST AID SUPPLIES
3	5607512	USA	04-MAR-1997 02-FEB-1994	ELECTRICAL CONTRACT CLEANER AND METHOD

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date
ADVENTURE	United States (Federal)	74696137 03-JUL-1995	2018867 26-NOV-1996
AFTER BITE	United States (Federal)	73501410 27-SEP-1984	1335075 14-MAY-1985
AFTER BITE KIDS	United States (Federal)	78196777 20-DEC-2002	2849645 01-JUN-2004
AFTER BITE XTRA	United States (Federal)	78196764 20-DEC-2002	2849644 01-JUN-2004
AFTER BURN	United States (Federal)	85495941	4386292

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date
		15-DEC-2011	20-AUG-2013
AFTER CUTS & SCRAPES	United States (Federal)	78171562 07-OCT-2002	2818461 24-FEB-2004
AFTER STING	United States (Federal)	76073767 20-JUN-2000	2544271 05-MAR-2002
BANDOFF	United States (Federal)	86033666 09-AUG-2013	5291243 19-SEP-2017
BEN'S	United States (Federal)	73345824 15-JAN-1982	1258198 22-NOV-1983
BEN'S-100	United States (Federal)	73345835 15-JAN-1982	1245741 19-JUL-1983
COMFORT GEAR	United States (Federal)	75880925 27-DEC-1999	2531280 22-JAN-2002
EASY CARE FIRST AID 	United States (Federal)	85351313 21-JUN-2011	4589071 19-AUG-2014
ECO-SPRAY	United States (Federal)	74082294 25-JUL-1990	1693081 09-JUN-1992
E-Z EASY CARE FIRST AID SYSTEM 	United States (Federal)	85351336 21-JUN-2011	4166783 03-JUL-2012
FAMILY MEDIC	United States (Federal)	74263486 07-APR-1992	1742701 29-DEC-1992
NATRAPEL	United States (Federal)	73628745 05-NOV-1986	1441024 02-JUN-1987
READY 4 	United States (Federal)	76436010 31-JUL-2002	2811493 03-FEB-2004
RESCUE FLASH	United States (Federal)	78356239 23-JAN-2004	3088419 02-MAY-2006
S.O.L. SURVIVE OUTDOORS LONGER	United States (Federal)	85058014 09-JUN-2010	4030692 27-SEP-2011
THE ITCH ERASER	United States (Federal)	75606081 15-DEC-1998	2335096 28-MAR-2000