

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6178311

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
IMPACT PRODUCTS LLC	06/30/2020

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION, AS TERM LOAN COLLATERAL AGENT
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	9422697
Patent Number:	9320406
Patent Number:	9234338
Patent Number:	9278152
Patent Number:	9863131
Patent Number:	9895463
Patent Number:	10493177
Patent Number:	D875896
Patent Number:	D549920
Patent Number:	7290651
Patent Number:	D570068
Patent Number:	D569569
Patent Number:	D592899
Patent Number:	D581122
Patent Number:	D580122
Patent Number:	D625540
Patent Number:	D630714
Patent Number:	D636959
Patent Number:	D742609

PATENT

Property Type	Number
Patent Number:	D692654

CORRESPONDENCE DATA

Fax Number: (617)526-9899
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: 6175269455
Email: dherra@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: ONE INTERNATIONAL PLACE
Address Line 4: BOSTON, MASSACHUSETTS 02110

NAME OF SUBMITTER:	JASON P. COLANGELO
SIGNATURE:	/Jason P. Colangelo, #75,238/
DATE SIGNED:	06/30/2020

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN PATENTS

This GRANT OF SECURITY INTEREST IN PATENTS (this “Agreement”), effective as of June 30, 2020 is made by Impact Products LLC, a Delaware limited liability company (the “Grantor”), in favor of Ares Capital Corporation, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of June 30, 2020 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SSE Buyer, Inc., a Delaware corporation (the “Borrower”), SSE Intermediate, Inc., the Lenders from time to time a party thereto, and Ares Capital Corporation, as administrative agent and Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Guarantee and Collateral Agreement, dated as of June 30, 2020, in favor of the Collateral Agent (together with all amendments, restatements, supplements 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 Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Patents (other than any Excluded Property); 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 Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, 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 meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor’s right, title and interest in, to and under the Patents (including those items listed on Schedule A hereto but excluding any Excluded Property) (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 2. 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 Collateral Agent for the benefit of the Secured Parties 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 Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the 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 4. 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.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Collateral Agent shall promptly, at the reasonable request and expense of Grantor, provide evidence of such termination. Upon the payment in full of the Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, upon Borrower's request, the Collateral Agent will promptly, at the sole expense of Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantor to evidence such termination and release.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

IMPACT PRODUCTS LLC

By: Stephen Schultz
Name: Stephen Schultz
Title: Chief Executive Officer and President

ACKNOWLEDGED:

ARES CAPITAL CORPORATION,
as the Collateral Agent

By: 

Name: Mark Affolter
Title: Designated Signatory

Schedule A

U.S. Patent Registrations and Applications

Title	Owner	Patent No.	Issue Date
SOLID STATE FRAGRANCING	Impact Products LLC	9,422,697	8/23/2016
BUCKETLESS HANDLE	Impact Products LLC	9,320,406	4/26/2016
FRAGRANCE CONTROL	Impact Products LLC	9,234,338	1/12/2016
SOLID STATE FRAGRANCING	Impact Products LLC	9,278,152	3/8/2016
SOLID STATE FRAGRANCING	Impact Products LLC	9,863,131	1/9/2018
SOLID STATE FRAGRANCING	Impact Products LLC	9,895,463	2/20/2018
SOLID STATE FRAGRANCING	Impact Products LLC Ultratech Polymers, Inc.	10,493,177	12/3/2019
URINAL SCREEN	Impact Products LLC	D875,896	2/18/2020
DOLLY see 1-38340	Impact Products LLC	D549920	8/28/2007
CADDY FOR CLEANING SUPPLIES	Impact Products LLC	7,290,651	11/6/2007
HAND TRUCK	Impact Products LLC	D570068	5/27/2008
BAG HOLDER	Impact Products LLC	D569,569	5/20/2008
SOAP DISPENSER	Impact Products LLC	D592,899	5/26/2009
BAG HOLDER	Impact Products LLC	D581,122	11/18/2008
BAG HOLDER	Impact Products LLC	D580,122	11/4/2008
URINAL MAT	Impact Products LLC	D625,540	10/19/2010

Schedule A

URINAL SCREEN	Impact Products LLC	D630,714	1/11/2011
TRASH RECEPTACLE	Impact Products LLC	D636,959	4/26/2011
BUCKETLESS HANDLE	Impact Products LLC	D742,609	11/3/2015
BACKPACK	Impact Products LLC	D692,654	11/5/2013

Schedule A