506448466 01/13/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6495235

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

CONVEYING PARTY DATA

Name	Execution Date
PATRIARCH PARTNERS AGENCY SERVICES, LLC, AS THE PRIOR AGENT	01/13/2021

RECEIVING PARTY DATA

Name:	ANKURA TRUST COMPANY, LLC, AS THE SUCCESSOR AGENT
Street Address:	140 SHERMAN STREET, 4TH FLOOR
City:	FAIRFIELD
State/Country:	CONNECTICUT
Postal Code:	06824

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	D679122
Patent Number:	D666084
Patent Number:	D684407
Application Number:	61640918

CORRESPONDENCE DATA

Fax Number: (212)530-5219

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.

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Correspondent Name: MILBANK LLP

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Address Line 2: ATTN: NATHANIEL T. BROWAND
Address Line 4: NEW YORK, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	43919.00000
NAME OF SUBMITTER:	NATHANIEL T. BROWAND
SIGNATURE:	/Nathaniel T. Browand/
DATE SIGNED:	01/13/2021

Total Attachments: 4

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PATENT REEL: 054980 FRAME: 0968

ASSIGNMENT OF SECURITY INTEREST IN PATENTS

This ASSIGNMENT OF SECURITY INTEREST IN PATENTS (this "<u>Agreement</u>"), is entered into as of January 13, 2021 by and among PATRIARCH PARTNERS AGENCY SERVICES, LLC, a Delaware limited liability company, as the prior Agent (in such capacity, the "<u>Prior Agent</u>"), under that certain Credit Agreement (as defined below) and ANKURA TRUST COMPANY, LLC, a Delaware limited liability company, having an office at 140 Sherman Street, 4th Floor, Fairfield, Connecticut 06824 as the successor Agent under the Credit Agreement (in such capacity, the "<u>Successor Agent</u>").

WHEREAS, (i) Croscill Home LLC, (the "<u>Grantor</u>") and the domestic subsidiaries of the Grantor from time to time, as Guarantors, have entered into that certain Credit Agreement, dated as of November 7, 2008 (as amended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), with the Prior Agent and the lenders party thereto (the "<u>Lenders</u>"); and (ii) the Grantor executed that certain Security Agreement, dated as of November 7, 2008 (as amended, supplemented or otherwise modified from time to time, the "<u>Security Agreement</u>"), in favor of the Prior Agent and the Lenders. Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement.

WHEREAS, the Grantor and the Prior Agent are party to that certain Intellectual Property Security Agreement (Patents), dated as of February 19, 2013, and recorded with the United States Patent and Trademark Office at Reel/Frame No. 029854/0623 (the "Patent Security Agreement"), pursuant to which the Grantor granted to the Prior Agent a security interest in all of Grantor's right, title, and interest in, to, and under the Collateral (as defined in the Patent Security Agreement), including the Patents (as defined in the Patent Security Agreement) set forth on Schedule A annexed hereto; and

WHEREAS, the Prior Agent has resigned as agent under the Credit Agreement and the Successor Agent has been appointed as successor agent under the Credit Agreement, and the Prior Agent desires to assign and transfer to the Successor Agent each of the liens and security interests granted to the Prior Agent for the ratable benefit of the Lenders under the Credit Agreement, the Security Agreement and the Patent Security Agreement, and the Successor Agent accepts all such liens and security interests, for its benefit and for the benefit of the Lenders.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each party hereto hereby agrees as follows:

1. <u>Assignment of Security Interest</u>. The Prior Agent hereby conveys, assigns, and transfers to the Successor Agent for the benefit of the Secured Parties all right, title, and interest in and to all security interests and liens on the Collateral granted to the Prior Agent under the Patent Security Agreement, including, without limitation, all of the Prior Agent's security interests and liens on the Patents identified on <u>Schedule A</u> hereto (the "<u>Assignment</u>"). Nothing herein shall be deemed to terminate, interrupt, or impair the continuity of the security interest and lien on the collateral originally granted to the Prior Agent under the Patent Security

PATENT REEL: 054980 FRAME: 0969 Agreement, which security interest is now succeeded by, conveyed, assigned and transferred to the Successor Agent.

- 2. <u>Purpose</u>. This Agreement has been executed and delivered by the Prior Agent for the purpose of recording this Agreement with the United States Patent and Trademark Office to evidence the Assignment.
- 3. <u>Further Assurances</u>. The Prior Agent hereby agrees to execute and deliver, from time to time, upon the reasonable written request of the Successor Agent any and all such further instruments and documents and take such further reasonable action as the Successor Agent may reasonably deem necessary.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be effective as effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first set forth above.

PATRIARCH PARTNERS AGENCY SERVICES, LLC,

as Prior Agent

By:

Name/Eynn Tilton Title: Manager

ANKURA TRUST COMPANY, LLC, as Successor Agent

By:

Name: Ryan M. Roy Title: Managing Director

SCHEDULE A: PATENTS

Title	Application Serial No.	Filed Date	Patent No	Issue Date	Owner
Octopus Shower Caddy	29/413407	02/15/2012	D679,122	04/02/2013	Croscill Home, LLC
Monkey Shower Hook	29/419959	05/03/2012	D666,084	08/28/2012	Croscill Home, LLC
Method for Electronically-Assisted Interior Design	61/640918	05/01/2012			Croscill Home, LLC
Bendable-Element Toothbrush Holder	29/420274	05/07/2012	D684,407	06/18/2013	Croscill Home, LLC

RECORDED: 01/13/2021

PATENT REEL: 054980 FRAME: 0972