

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7557715

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
GINSEY INDUSTRIES, INC.	08/04/2022
RECEIVING PARTY DATA	
Name:	BERKSHIRE BANK
Street Address:	ONE VAN DE GRAFF DRIVE, SUITE 202
City:	BURLINGTON
State/Country:	MASSACHUSETTS
Postal Code:	01803
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	D734442
Patent Number:	7264180
Patent Number:	7819340
Patent Number:	8157466
Patent Number:	10390666
Patent Number:	10478024
Patent Number:	10584819
Patent Number:	11215304
Patent Number:	D869285
Patent Number:	8820548
Patent Number:	9161618
CORRESPONDENCE DATA	
Fax Number:	(215)864-8999
<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:	6123716225
Email:	riordana@ballardspahr.com
Correspondent Name:	BALLARD SPAHR LLP
Address Line 1:	2000 IDS CENTER, 80 SOUTH STREET
Address Line 2:	ATTN: CATHERINE M. LAGRANGE
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-2119

PATENT

ATTORNEY DOCKET NUMBER:	00385447
NAME OF SUBMITTER:	CATHERINE M. LAGRANGE
SIGNATURE:	/CATHERINE M LAGRANGE/
DATE SIGNED:	09/26/2022

Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT dated August 4, 2022 (this "Agreement"), **GINSEY INDUSTRIES, INC.**, a Pennsylvania corporation ("Grantor") and **BERKSHIRE BANK**, a Massachusetts banking corporation (the "Lender").

Reference is made to that certain Loan and Security Agreement (as it may hereafter from time to time be restated, amended, modified or supplemented, the "Loan Agreement") dated as of the date hereof by and among Grantor, Ginsey Holdings, LLC, a Delaware limited liability company ("Ginsey Holdings", together with Grantor and each other Person joined thereto as a borrower from time to time, each a "Borrower" and collectively, "Borrowers"), Ginsey Holdings Acquisition Corp., a Delaware corporation, and Lender. The obligation of the Lender to make Advances under the Loan Agreement is subject to the condition, among others, that the Grantor execute and deliver this Agreement. The Grantor party hereto is a Borrower and will derive substantial benefits from the extension of credit contemplated by the Loan Agreement and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit. Accordingly, the parties hereto agree as follows

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement, as applicable. The rules of construction specified in Section 1.3 of the Loan Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor pursuant to the Loan Agreement did, and hereby does, grant to the Lender, its successors and assigns, for the benefit of the Lender, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in, to or under which Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States of America or the equivalent thereof in any other country or with any multinational body, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country or with any multinational body, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office worldwide, including those listed on Schedule I;

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States

of America or any other country or with any multinational body, and all extensions or renewals thereof, including those listed on Schedule II;

(d) all goodwill associated therewith or symbolized thereby;

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill; and

(f) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violation or impairment of any of the foregoing, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Ownership of Scheduled Property. Grantor affirms all properties contained in Schedule I and Schedule II are Grantor's sole property. Grantor affirms that there are no interests in these properties held by any other party. Grantor affirms all scheduled properties are fully unencumbered.

SECTION 4. Loan Agreement. The security interest granted to the Lender herein is granted in furtherance, and not in limitation of, the security interest granted to the Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Patent and Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

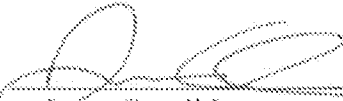
GINSEY INDUSTRIES, INC.

By: 
Name: George Valletti
Title: Chief Financial Officer

[Signature Page to Patent and Trademark Security Agreement]

PATENT
REEL: 061212 FRAME: 0669

BERKSHIRE BANK

By: 
Name: James Crumlich
Title: Vice President

[Signature Page to Patent and Trademark Security Agreement]

SCHEDULE I

Patents

Title	Country	App. No.	Filing Date	Patent Number	Issue Date
POTTY SEAT BASE WITH HANDLE	US	29/496,504	07-14-2014	D734,442	07-14-2015
AERATOR SLEEVE ATTACHMENT	US	11/244,754	10-06-2005	7,264,180	09-04-2007
CLEANING SPRAY NOZZLE	US	11/576,861	04-06-2007	7,819,340	10-26-2010
CLEANING DEVICE	US	12/280,582	08-25-2008	8,157,466	04-17-2012
TOILET SEAT TIGHTENING KIT	US	15/284,970	10-04-2016	10,390,666	08-27-2019
COMBINATION TOILET TRAINING SEAT AND STEP STOOL	US	15/655,429	07-20-2017	10,478,024	11-19-2019
QUICK-CONNECT ADAPTER FOR REMOVABLY CONNECTING COMPONENTS IN A FLUID SYSTEM	US	16/146,804	09-28-2018	10,584,819	03-10-2020
QUICK-CONNECT ADAPTER FOR REMOVABLY CONNECTING COMPONENTS IN A FLUID SYSTEM	US	16/813,322	03-09-2020	11,215,304	01-04-2022
FINGER PUPPETS PACKAGING	US	29/667,641	10-23-2018	D869,285	12-10-2019
TRAY DEVICE	US	13/336,625	12-23-2011	8,820,548	09-02-2014
TRAY DEVICE WITH DOCKING STATION	US	14/455,720	08-08-2014	9,161,618	10-20-2015
POTTY SEAT BASE WITH HANDLE	Canada	160369	01-12-2016	160369	08-07-2015
CLEANING DEVICE	Mexico	MX/A/2008/010907	03-07-2006	306965	01-24-2013

Patent Applications

Title	Country	App. No.	Filing Date	Patent Number	Issue Date
TOILET SEAT TIGHTENING KIT	Canada	2946885	10-31-2016	N/A	N/A
COMBINATION TOILET TRAINING SEAT AND STEP STOOL	Canada	2975817	08-10-2017	N/A	N/A

SCHEDULE II

Trademarks

Trademark	Jurisdiction	Status	Application No.	Registration Date	Registration No.	Classes of Goods/Services	Owner
2-IN-1 SHOWERHEAD	US	Registered	78/182048	23-Dec-2003	2797631	11	Ginsey Industries, Inc.
A BETTER SHOWER IN A SNAP	US	Registered	85/080189	22-Mar-2011	3935923	11	Ginsey Industries, Inc.
AQUASSAGE	US	Registered	74/243293	20-Apr-1993	1766802	27	Ginsey Industries, Inc.
AQUATOUGH	US	Registered	75/536395	03-Apr-2001	2441350	27	Ginsey Industries, Inc.
BAMBINOS! and Design (Color)	US	Registered	85/404529	05-Jun-2012	4155788	21	Ginsey Industries, Inc.
CLASSIQUE	US	Registered	73/789646	31-Oct-1989	1563245	11	Ginsey Industries, Inc.
CLASSIQUE FASHION SOFT SEATS	CA	Registered	0702716	10-Dec-1993	TMA420627	11	Ginsey Industries, Inc.
DESIGN TRENDS	US	Registered	87/375587	30-Oct-2018	5592968	11	Ginsey Industries, Inc.
DESIGN TRENDS FASHION SOFT SEATS	US	Registered	75/182699	07-Oct-1997	2103391	11	Ginsey Industries, Inc.
FRESH PALS	US	Registered	85/526977	22-Sep-2015	4818183	24	Ginsey Industries, Inc.
FRESH PALS	US	Registered	86/694025	16-Feb-2016	4901674	18	Ginsey Industries, Inc.
GINSEY	US	Registered	73/164834	02-Jun-1981	1156262	11	Ginsey Industries, Inc.

DMFIRM #403836923 v42

GINSEY HOSPITALITY SOLUTIONS	US	Registered	87/184825	22-Sep-2020	6158383	27	Ginsey Industries, Inc.
GROWINGUPGREEN	US	Registered	77/979613	06-Jul-2010	3815800	20, 21	Ginsey Industries, Inc.
GROWINGUPGREEN and Design	US	Registered	77/979601	15-Jun-2010	3804857	20, 21	Ginsey Industries, Inc.
HOME + SOLUTIONS and Design	US	Registered	88/140970	21-Jun-2022	6763079	09, 11, 17, 20, 21, 27	Ginsey Industries, Inc.
IDEA FACTORY	US	Registered	86/290302	16-Jan-2018	5380869	21, 22, 24	Ginsey Industries, Inc.
IDEA FACTORY	US	Registered	86/978898	31-May-2016	4970673	11	Ginsey Industries, Inc.
IDEA FACTORY	US	Registered	88/402938	29-Oct-2019	5896789	27, 28	Ginsey Industries, Inc.
IDEA FACTORY and Design	US	Registered	86/978899	31-May-2016	4970674	11	Ginsey Industries, Inc.
IDEA FACTORY EVERYDAY TOT SOLUTIONS and Design	US	Registered	86/290343	19-Jun-2018	5498029	21, 22, 24	Ginsey Industries, Inc.
IDEA FACTORY EVERYDAY TOT SOLUTIONS and Design	US	Registered	86/978900	31-May-2016	4970675	11	Ginsey Industries, Inc.
IDEA FACTORY EVERYDAY TOT SOLUTIONS and Design	US	Registered	88402946	26-Nov-2019	5919089	27, 28	Ginsey Industries, Inc.
MY FIRST SHOWER	US	Registered	86/427306	01-Mar-2016	4909679	11	Ginsey Industries, Inc.
MY FIRST SHOWER	CA	Registered	1724136	10-Sep-2019	TMA1053589	11	Ginsey Industries, Inc.
MY OWN SHOWER	US	Registered	77/319200	08-Jul-2008	3461333	11	Ginsey Industries, Inc.
PET BATHING MADE EASY	US	Registered	85/036527	22-Mar-2011	3935847	11, 18, 24, 27	Ginsey Industries, Inc.
PROFLOSS	US	Registered	77/419672	03-Mar-2009	3584388	10	Ginsey Industries, Inc.

DMFIRM #403836923 v43

RINSE ACE	CA	Registered	0840068	16-Jun-1998	TMA496129	11	Ginsey Industries, Inc.
RINSE ACE	US	Registered	74/606187	28-May-1996	1977384	11	Ginsey Industries, Inc.
RINSE ACE and Design	US	Registered	74/724110	20-Aug-1996	1995516	11	Ginsey Industries, Inc.
SNAP N SPRAY	US	Registered	85/080281	22-Mar-2011	3935924	11	Ginsey Industries, Inc.
SPOTLESS BATH	US	Registered	86/257314	24-Nov-2015	4860459	11	Ginsey Industries, Inc.
SUREFOOD - THE ANYWHERE COMFORT MAT	CA	Registered	0851120	11-Jan-1999	TMA506343	27	Ginsey Industries, Inc.
SUREFOOD - THE ANYWHERE COMFORT MAT	US	Registered	75/003440	19-Nov-1996	2017366	27	Ginsey Industries, Inc.

Trademark Licenses

None.

DMFIRM #403836923 v44