

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375128

|                                  |   |                       |                                     |
|----------------------------------|---|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT  |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>     | Security Agreement  |                       |                                     |
| <b>CONVEYING PARTY DATA</b>      |   |                       |                                     |
| <b>Name</b>                      | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b>                  |
| Thane IP Limited                 |   | 01/24/2016            | Private Limited Company:<br>ENGLAND |
| <b>RECEIVING PARTY DATA</b>      |   |                       |                                     |
| <b>Name:</b>                     | Bank of Montreal, as Agent  |                       |                                     |
| <b>Street Address:</b>           | First Canadian Place, 7th Floor   |                       |                                     |
| <b>City:</b>                     | Toronto   |                       |                                     |
| <b>State/Country:</b>            | CANADA  |                       |                                     |
| <b>Postal Code:</b>              | M5X 1A1   |                       |                                     |
| <b>Entity Type:</b>              | Bank: CANADA  |                       |                                     |
| <b>PROPERTY NUMBERS Total: 6</b> |   |                       |                                     |
| <b>Property Type</b>             | <b>Number</b>   | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>      | 4140195   | FLAVORSTONE           |                                     |
| <b>Registration Number:</b>      | 4381334   | H2O                   |                                     |
| <b>Registration Number:</b>      | 3425675   | H2O MOP               |                                     |
| <b>Registration Number:</b>      | 4007640   | H2O MOP X5            |                                     |
| <b>Registration Number:</b>      | 4068858   |                       |                                     |
| <b>Registration Number:</b>      | 4157759   | H2O X5                |                                     |
| <b>CORRESPONDENCE DATA</b>       |   |                       |                                     |
| <b>Fax Number:</b>               |   |                       |                                     |
|                                  | <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> |                       |                                     |
| <b>Email:</b>                    | michael.barys@thomsonreuters.com  |                       |                                     |
| <b>Correspondent Name:</b>       | Gregory T. Pealer   |                       |                                     |
| <b>Address Line 1:</b>           | 111 West Monroe Street  |                       |                                     |
| <b>Address Line 2:</b>           | Chapman and Cutler  |                       |                                     |
| <b>Address Line 4:</b>           | Chicago, ILLINOIS 60603   |                       |                                     |
| <b>NAME OF SUBMITTER:</b>        | Gregory T. Pealer   |                       |                                     |
| <b>SIGNATURE:</b>                | /Michael Barys/   |                       |                                     |
| <b>DATE SIGNED:</b>              | 03/01/2016  |                       |                                     |

OP \$165.00 4140195

**Total Attachments: 7**

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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):**

Thane IP Limited

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Private Limited Company
- Association
- Limited Partnership

Citizenship (see guidelines) England and Wales

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) January 24, 2016

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of Montreal, as Agent

Street Address: First Canadian Place, 7th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5X 1A1

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship Canada

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 \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A

See Schedule A

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: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-2955

Docket Number: 1946292

Email Address: pealer@chapman.com

**6. Total number of applications and registrations involved:** 6

**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

3-1-16

Signature

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK COLLATERAL AGREEMENT

This 24<sup>th</sup> day of January, 2016, THANE IP LIMITED, a private limited company formed under the laws of England and Wales ("*Debtor*") with its principal place of business and mailing address at 1-3 Dufferin Street, 1st Floor, London, England EC1Y 8NA, 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 BANK OF MONTREAL, a Canadian chartered bank ("*BMO*"), with its mailing address at First Canadian Place, 7th Floor, Toronto, Ontario M5X 1A1, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successors or assigns to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*");

(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 all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default 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 but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor and its affiliates as set out in that certain Security Agreement bearing even date herewith between Debtor, certain of its affiliates and 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 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 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 Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

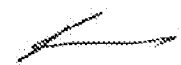
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

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

THANE IP LIMITED

By  \_\_\_\_\_

Name: Russel Orelowitz

Title: Director

By  \_\_\_\_\_

Name: Amir Tukulj

Title: Director

BANK OF MONTREAL, a Canadian chartered  
bank, as Agent

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

{Signature Page to Patent Collateral Agreement}

TRADEMARK  
REEL: 005743 FRAME: 0796

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


THANE IP LIMITED

By \_\_\_\_\_  
Name: Russel Orelowitz  
Title: Director

By \_\_\_\_\_  
Name: Amir Tukulj  
Title: Director

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

BANK OF MONTREAL, a Canadian chartered  
bank, as Agent

By  \_\_\_\_\_  
Name: Cameron H. Landry  
Title: Director  
Loan Syndications

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A  
TO  
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

TO BE COMPLETED BY THE DEBTOR.



TRADE-MARK SCHEDULE - US

|   | TRADE-MARK               | SERIAL NUMBER | REGISTRATION NUMBER |
|---|--------------------------|---------------|---------------------|
| 1 | FLAVORSTONE              | 85287138      | 4140195             |
| 2 | H2O                      | 85775087      | 4381334             |
| 3 | H2O MOP                  | 77197286      | 3425675             |
| 4 | H2O MOP X5 (figurative)  | 85168642      | 4007640             |
| 5 | (H2O Mop X5 trade dress) | 85302088      | 4068858             |
| 6 | H2O X5                   | 85449956      | 4157759             |