

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378754

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900358878

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Schroeder & Tremayne, Inc.		03/28/2016	Corporation: MISSOURI

## RECEIVING PARTY DATA

<b>Name:</b>	BMO Harris Bank N.A.
<b>Street Address:</b>	111 West Monroe
<b>Internal Address:</b>	Floor 20 East
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	63123
<b>Entity Type:</b>	National Banking Association: ILLINOIS

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4503438	~THE ORIGINAL~
Registration Number:	4612517	FINAL SHINE
Registration Number:	4753172	ZIDLE.COM
Registration Number:	4783202	ALWAYS OFF
Registration Number:	2318959	VIKING
Registration Number:	1835945	GARDEN BOTANIKA
Registration Number:	2257409	GARDEN BOTANIKA
Registration Number:	1690931	GARDEN BOTANIKA
Registration Number:	1806602	GARDEN BOTANIKA
Registration Number:	1687495	G B
Registration Number:	1859407	GB
Registration Number:	2964792	GB
Registration Number:	3067106	
Registration Number:	2974175	ELIZABETH'SPA

## CORRESPONDENCE DATA

Fax Number: 3142416056

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 3144447697  
**Email:** sgeisen@lewisrice.com  
**Correspondent Name:** Sara L. Geisen  
**Address Line 1:** 600 Washington Avenue  
**Address Line 2:** Suite 2500  
**Address Line 4:** St. Louis, MISSOURI 63101

<b>NAME OF SUBMITTER:</b>	/Sara L. Geisen/
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<b>SIGNATURE:</b>	/slg/
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<b>DATE SIGNED:</b>	03/31/2016
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**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), is dated as of March 28, 2016, and is by SCHROEDER & TREMAYNE, INC., a Missouri corporation (“**Grantor**”), in favor of BMO HARRIS BANK N.A. (“**Lender**”).

### RECITALS

A. Grantor, the other Borrowers (as defined in the Credit Agreement, as defined below) and Lender have entered into a Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Lender has agreed to make loans to Grantor and issue letters of credit on behalf of Grantor.

B. Pursuant to the Credit Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the Credit Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

### AGREEMENT

In consideration of the mutual agreements set forth herein and in the Credit Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor’s right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office (“**PTO**”) on the basis of any Grantor’s intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege

use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Credit Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regards to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**SCHROEDER & TREMAYNE, INC.**, a Missouri corporation

By: 

Name: Elizabeth A. Wilmsen

Title: President

Acknowledged:

**BMO HARRIS BANK N.A.**

By: \_\_\_\_\_

Name: Jason M. Hoefler

Title: Director

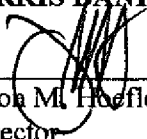
Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**SCHROEDER & TREMAYNE, INC.**, a Missouri corporation

By: \_\_\_\_\_  
Name: Elizabeth A. Wilmsen  
Title: President

Acknowledged:

**BMO HARRIS BANK N.A.**

By:  \_\_\_\_\_  
Name: Jason M. Hoefler  
Title: Director




Signature page to Trademark Security Agreement of Schroeder & Tremayne, Inc.




**TRADEMARK**  
**REEL: 005760 FRAME: 0558**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks

Mark	Registration #	Registration Date	Country
	4503438	03/25/2014	US
FINAL SHINE	4612517	09/30/2014	US
ZIDLE.COM	4753172	06/09/2015	US
ALWAYS OFF	4783202	07/28/2015	US
VIKING	2318959	02/15/2000	US
GARDEN BOTANIKA	1835945	05/10/1994	US
GARDEN BOTANIKA	2257409	6/29/1999	US
GARDEN BOTANIKA	1690931	6/2/1992	US
GARDEN BOTANIKA	1806602	11/23/1993	US
G B	1687495	5/19/1992	US
GB	1859407	10/25/1994	US
	2964792	7/5/2005	US
	3067106	3/14/2006	US
ELIZABETH'S PA	2974175	7/19/2005	US

Mark	Registration #	Registration Date	Country
	4020390	8/30/2011	US
BEE MILD	3890593	12/14/2010	US
	3830766	8/10/2010	US
ENVISION HOME	4099874	2/14/2012	US
ALWAYS AGELESS	4026007	9/13/2011	US
	4515032	4/15/2014	US
SHE'S A NATURAL	3753306	02/23/2010	US
BEE POLISHED	3890594	12/14/2010	US
BEE SOFT	3747372	02/09/2010	US

**Pending Trademark Applications**


Mark	Application #	Date	Country
GB	86/686619	07/08/2015	US

**Trademark Licenses:**

1. Trademark License Agreement dated May 26, 2005, as amended, between Schroeder & Tremayne Inc (a/k/a Schroder & Tremayne, Inc.), as licensee, and Mothers Polishes Waxes Cleaners Incorporated, as licensor, under which Schroder & Tremayne, Inc. has the right and license to manufacture, market, advertise, sell and distribute certain products under the brand name MOTHERS.
2. Sole Magic Product License Agreement dated October 19, 2011, as amended, between Schroeder & Tremayne, Inc., as licensee, and Ten Two Enterprises, LLC, as licensor,



under which Schroeder & Tremayne, Inc. has a license to make, advertise, use, import, offer for sale, sell and distribute certain products throughout a territory and channels of distribution specified therein, and to use certain Licensed Works and Licensed Marks specified therein in connection with the manufacture, marketing, advertising, distribution and sale of such Licensed Products, including the following Licensed Marks:

Mark	Registration # / Date	Application # / Date	Country
	3,901,829 / 01/04/2011	77888096 / 12/07/2009	US
Derma-Grit	4,207,103 / 09/11/2012	85321663 / 05/16/2011	US