

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hygiena LLC		08/26/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87040581	H	
Serial Number:	87040328	ULTRASNAP	
Serial Number:	87040530	HYGIENA	
Serial Number:	87040358	PRO-CLEAN	
Serial Number:	87040385	ALLERSNAP	
Serial Number:	87040407	SUPERSNAP	
Serial Number:	87040464	AQUASNAP	
Serial Number:	87040587	ENSURE	
Serial Number:	87040478	MICROSNAP	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	trademark@proskauer.com, ypan@proskauer.com		
Correspondent Name:	Brendan Leanos		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		

CH \$240.00 87040581

NAME OF SUBMITTER:	Brendan Leanos
SIGNATURE:	/Brendan Leanos/
DATE SIGNED:	08/26/2016
Total Attachments: 5 source=Second Lien Trademark Security Agreement#page1.tif source=Second Lien Trademark Security Agreement#page2.tif source=Second Lien Trademark Security Agreement#page3.tif source=Second Lien Trademark Security Agreement#page4.tif source=Second Lien Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of August 26, 2016 (this “Agreement”), among Hygiena LLC (the “Grantor”) and Ares Capital Corporation, as administrative agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of August 26, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Hygiena Guarantor LLC, a Delaware limited liability company (“Holdings”), Hygiena Borrower LLC, a Delaware limited liability company (the “Borrower”), the Lenders party thereto and the Administrative Agent and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademarks and Trademark applications listed on Schedule I attached hereto, including all Proceeds and products thereof (the “Trademark Collateral”). This Agreement shall not be deemed to grant a security interest in any trademark application filed on an intent-to-use basis to the extent a security interest is not permitted to attach thereto under the Collateral Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in

writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

HYGIENA LLC, as Grantor

By: 

Name: Steven Nason

Title: Chief Executive Officer


ARES CAPITAL CORPORATION, as Administrative Agent

By: Michael L. Smith
Name: Michael L. Smith
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005865 FRAME: 0191

Schedule I

<u>Country</u>	<u>Entity</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date/Effective Period</u>	<u>Notes</u>
USA	Hygiena LLC		87/040,581	May 17, 2016	Registration in process.
USA	Hygiena LLC	ULTRASNAP	87/040,328	May 17, 2016	Registration in process.
USA	Hygiena LLC	HYGIENA	87/040,530	May 17, 2016	Registration in process.
USA	Hygiena LLC	PRO-CLEAN	87/040,358	May 17, 2016	Registration in process.
USA	Hygiena LLC	ALLERSNAP	87/040,385	May 17, 2016	Registration in process.
USA	Hygiena LLC	SUPERSNAP	87/040,407	May 17, 2016	Registration in process.
USA	Hygiena LLC	AQUASNAP	87/040,464	May 17, 2016	Registration in process.
USA	Hygiena LLC	ENSURE	87/040,587	May 17, 2016	Registration in process.
USA	Hygiena LLC	MICROSNAP	87/040,478	May 17, 2016	Registration in process.