

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412039

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice and Confirmation of Grant of Security Interest in Trademarks - First Lien

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Children Oral Care, LLC		12/29/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	BMO Harris Bank N.A.
<b>Street Address:</b>	111 West Monroe, 20th Floor East
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4725189	1 MIN
Registration Number:	3866399	1 MIN TRY ME!
Registration Number:	2802169	FIRE FLY
Registration Number:	4099009	JUST 4 ME
Registration Number:	4725190	LIGHT-UP FUN STOP BRUSH GO
Registration Number:	3836738	LIGHTUP TIMER TOOTHBRUSH
Registration Number:	4713914	READY GO TURBO
Registration Number:	4028916	SENSIGEL
Registration Number:	3749815	SMILEGUARD
Registration Number:	4682455	SQUIRT & BRUSH
Registration Number:	4294500	SQUIRT 'N' BRUSH
Registration Number:	4055817	2 MIN TIMER TRY ME!
Registration Number:	3978036	BOPPIN' BARNYARD
Registration Number:	3858938	FIREFLY TECHNOLOGY INSIDE
Registration Number:	3862618	KIDS COMPLY WITH FIREFLY!
Registration Number:	3947542	PAUL THE OCTOPUS
Registration Number:	3997823	SENSIJEL
Registration Number:	4253536	THE BEST THINGS IN LIFE ARE FREE AND NEX

CH \$540.00 4725189

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3372109	ZIGGLY
Registration Number:	3492488	ZIGGLY GRIPPER
Serial Number:	85018843	SMILEY GRIPPER

**CORRESPONDENCE DATA**

**Fax Number:** 2129096836  
*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.*  
**Phone:** 212-909-6000  
**Email:** trademarks@debevoise.com  
**Correspondent Name:** Tiantian Zhu, Esq.  
**Address Line 1:** 919 Third Avenue  
**Address Line 2:** Debevoise & Plimpton LLP  
**Address Line 4:** New York, NEW YORK 10022

<b>NAME OF SUBMITTER:</b>	Tiantian Zhu
<b>SIGNATURE:</b>	/Tiantian Zhu/
<b>DATE SIGNED:</b>	01/12/2017

**Total Attachments: 6**

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**NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 29, 2016, (this “*Agreement*”), by Children Oral Care, LLC (the “*Grantor*”), in favor of BMO Harris Bank N.A., as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Administrative Agent*”).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement dated as of June 30, 2016 (together with all exhibits and schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”) among High Ridge Brands Co. (the “*Parent Borrower*”), CDR HRB Buyer, the Subsidiary Borrowers from time to time party thereto, Inc., the Lenders and other financial institutions party thereto, the Issuers party thereto and the Administrative Agent, as administrative agent for the Lenders and the Issuers, the Lenders and Issuers have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to a First Lien Pledge and Security Agreement dated as of June 30, 2016 in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

***Section 2. Notice and Confirmation of Grant of Security Interest in Trademark Collateral***

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby confirms the grant, made pursuant to the Security Agreement, to the Administrative Agent for the benefit of the Secured Parties, of a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor, subject to existing licenses to use the Trademarks granted by Grantor (the “*Trademark Collateral*”):

(a) all Trademarks owned by Grantor, including, but not limited to, those set forth on Schedule I hereto;

(b) all rights to sue at law or in equity for any past, present and/or future infringement or impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom; and

(c) all Proceeds with respect to any of the foregoing, including claims, license fees, royalties and any other fees or payments.

**Section 3. Security Agreement**

This Agreement confirms the security interest granted to the Administrative Agent pursuant to the Security Agreement, and has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**Section 4. Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

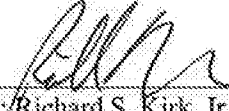
**Section 5. Governing Law**

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the United States, in respect of trademark issues and, in all other respects, including as to validity, interpretation and effect, by the laws of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Children Oral Care, LLC

By:   
Name: Richard S. Kirk, Jr.  
Title: Vice President and Secretary

ACKNOWLEDGED AND AGREED  
as of the date first above written:

BMO HARRIS BANK N.A.,  
as Administrative Agent

By: 

Name: Brian Boczkowski  
Title: Managing Director


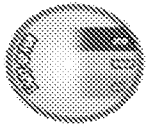
**SCHEDULE I**

**To**

**NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

**Trademark Registrations and Applications**

**A. U.S. REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
<div style="border: 1px solid black; padding: 5px;"> <p>1 Min Clock</p>  </div>	4,725,189	4/21/2015
1 MIN TRY ME!	3866399	10/26/2010
FIREFLY	2802169	1/6/2004
JUST 4 ME	4099009	2/14/2012
<div style="border: 1px solid black; padding: 5px;"> <p>LIGHT-UP FUN STOP BRUSH GO!</p>  </div>	4,725,190	4/21/2015
LIGHTUP TIMER TOOTHBRUSH	3836738	8/24/2010
READY GO TURBO	4713914	3/31/2015
SENSIGEL	4028916	9/20/2011
SMILEGUARD	3749815	2/16/2010
SQUIRT & BRUSH	4,682,455	2/3/2015
SQUIRT 'N' BRUSH	4294500	2/26/2013
2 MIN TIMER TRY ME!	4055817	11/15/2011
BOPPIN' BARNYARD	3978036	6/14/2011
FIREFLY TECHNOLOGY INSIDE	3858938	10/12/2010

KIDS COMPLY WITH FIREFLY!	3862618	10/19/2010
PAUL THE OCTOPUS	3947542	4/19/2011
SENSIJEL Cross References: SENSIGEL	3997823	7/19/2011
THE BEST THINGS IN LIFE ARE FREE AND NEXT TO BEST, IS FOR \$1 DOLLAR! Cross References: THE BEST THINGS IN LIFE ARE FREE AND NEXT TO BEST IS FOR 1 DOLLAR	4253536	12/04/2012
ZIGGLY	3372109	1/22/2008
ZIGGLY GRIPPER	3492488	8/26/2008

B. U.S. TRADEMARK APPLICATIONS

Name	Application Number	Application Date
SMILEY GRIPPER	85/018,843	4/20/2010