

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421939

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNITED COMB & NOVELTY CORPORATION		03/31/2017	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	28 STATE STREET		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	2552650	MIGHTY TUFF	
Registration Number:	2563698	TRASHMASTER	
Registration Number:	2783704	UNITED PLASTICS	
Registration Number:	2803295	ORGANIZE YOUR MEMORIES	
Registration Number:	2921137	ORGANIZE YOUR STUFF	
Registration Number:	2930362	AT YOUR SERVICE	
Registration Number:	2938704	ORGANIZE YOUR HOME	
Registration Number:	2940592	HOOK & LOCK	
Registration Number:	2949328	PAINT SOLUTIONS	
Registration Number:	2967904	ORGANIZE YOUR OFFICE	
Registration Number:	3349016	ROUGH & RUGGED	
Registration Number:	3469634	UNITED SOLUTIONS	
Registration Number:	3469633	UNITED SOLUTIONS FOR THE WAY YOU LIVE	
Registration Number:	3431712	TURN&LOCK	
Registration Number:	3709237	ECO SENSE	
Registration Number:	3496931	ECO SENSE	
Registration Number:	3314145	UNITED SOLUTIONS	
Registration Number:	3314147	UNITED SOLUTIONS	
Registration Number:	3674864	CRITTER-PROOF	
TRADEMARK			

OP \$640.00 2552650

Property Type	Number	Word Mark
Registration Number:	3971921	WEATHER TUFF
Registration Number:	4321664	AIR IT OUT
Registration Number:	4622670	HANDS FREE
Registration Number:	4929003	HIGHBOY
Registration Number:	4635396	UNITED SOLUTIONS
Serial Number:	86882135	INTELLIGENT STORAGE

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F169356
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	03/31/2017

Total Attachments: 10
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COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

This Copyright, Patent and Trademark Security Agreement (the “Agreement”), dated as of March 31, 2017, is made by and between **UNITED COMB & NOVELTY CORPORATION**, a Massachusetts corporation (the “Company”), and **CITIZENS BANK, N.A.**, a national banking association (“Citizens”), individually as a Lender, as administrative agent (in such capacity, “Administrative Agent”) for itself and any other financial institution which is or becomes a party hereto as a lender (each such financial institution, including Citizens, is referred to hereinafter individually as a “Lender” and collectively as the “Lenders”).

Recitals

A. Company and Administrative Agent, among others, are parties to a Loan and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”), dated the same date as of the date hereof, setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Lenders have required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan and Security Agreement. In addition, the following terms have the meanings set forth below:

“Copyrights” means all of Company’s right, title and interest in and to all copyrightable works and all copyrights of Company and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit A.

“Patents” means all of Company’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Company’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all

as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C.

2. Security Interest. Company hereby irrevocably pledges, assigns and transfers to Administrative Agent and (to the extent provided herein) its Affiliates, for the benefit of Lenders, a continuing security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Copyrights, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Loan and Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Loan and Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Loan and Security Agreement and Company hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations pursuant to the terms of the Loan and Security Agreement. Upon the termination of this Agreement, Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Company to evidence and record the release of the Lien on the Copyrights, Patents and Trademarks and Security Interests granted herein.

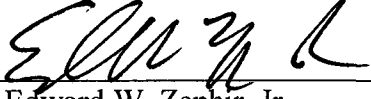
5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any executed counterpart of this Agreement delivered by fax or as a PDF file contained in an e-mail transmission to the other parties hereto shall constitute an original counterpart of this Agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any applicable law that would cause the application of the law of any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Copyright, Patent and Trademark Security Agreement as of the date written above.

**UNITED COMB & NOVELTY
CORPORATION**, as Company

By: 
Name: Edward W. Zephir, Jr.
Title: President

[Signature Page to Copyright, Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006023 FRAME: 0231

CITIZENS BANK, N.A.,
as Administrative Agent


By:  _____
Name: Brian J. Baker
Title: Senior Vice President

EXHIBIT A

UNITED STATES COPYRIGHTS

None.

EXHIBIT B

UNITED STATES ISSUED PATENTS

UNITED STATES PATENT APPLICATIONS

Title (docket number)	US. Filing Date	U.S. Application No.	Patent Issue/Expiration Date	Patent No.
PAINT BUCKET WITH INTEGRAL BRUSH HOLDER	1/28/2005	11/046469		
Wheeled laundry basket	11/22/2005	11/284594		
Trash can with twist- lock lid	2/13/2006	11/352576		
Pail with integral graduations	2/13/2006	11/352583		
Nesting and stacking storage crate	2/13/2006	11/352584		
Packaging for Lipped Containers (12356-29089)	02/15/11	29/385,511	Issued 08/09/2011 Expires 08/09/2025	D642,935
Ventilated Laundry Basket (12356-29098)	07/06/12	13/542,713	Issued 11/03/2015 Expires 07/06/2032	9174769
Basket (Hands Free) (11111-00010)	09/17/2015	14/255,409	4/17/2014	9303353

Sink Dish Drainer Set (11111-00011)	10/02/2015	14/270,707	5/6/2014	9427135
Ice cube Tray (11111-00012)	02113/06	14/275,208	5/12/2014	2014035346 6
Receptacle Top (Dust Pan Lid and Brush (11111-00014)	08/31/2015	14/647,171	1/28/2015	9315308
Backpack Basket (11111-0019)	In Proms	62/163,424	N/A	N/A
Rolling Hamper (11111-00019)	In Process	62/204,087	N/A	N/A
Desk Organizer (11111-00020)	In Process	62/207,615	N/A	N/A
Two-Way Tray (11111-00021)	In Process	62/207,624	N/A	N/A
Nesting Incline Sorter (11111-00222)	In Process	62/207,636	N/A	N/A

EXHIBIT C

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

Trademark	Filing Date	Serial No	Registration Date	Registration No.	Status
Mighty Taff (12356-29010)	08/15/01	76/299,760	03/26/02	2,552,650	Registered/Declaration Filed/Section 8 & 15 affidavits have been accepted
Trashmaster (12356-29011)	08/15/01	76/300,069	04/23/02	2,563,698	Registered/Declaration Filed/Section 2 & 15 affidavits have been accepted and
United Plastics (12356-29012)	02/13/02	76/370,759	11/18/03	2,983,704	Registered/Declaration Filed/Section 8 & 15 affidavits have been accepted And
Organize Your Memories (12356-29015)	05/21/02	76/411,390	01/06/04	2,803,295	Registered/Declaration Filed/Section 8 & 15 affidavits have been accepted and
Organize Your Stuff (12356-29016)	05/21/02	76/411,366	01/25/05	2,921,137	Registered/Declaration Filed/Section R & 15 affidavits have been accepted
At Your Service (12356-29036)	02/11/04	76/576,106	03/08/05	2,930,362	Registered/Declaration Filed in Section 8 & 15 affidavits have been accepted and
Organize Your Home (12356-29029)	09/09/03	76/549,773	04/05/05	2,938,704	Registered/Declaration Filed/Section 8 & 15 affidavits have been accepted and
Hook & Lock (12356-29024)	05/12/03	76/518,497	04/12/05	2,940,592	Registered/Declaration Filed/Section 8 & 15 affidavits have been accepted and
Paint Solutions (12356-29034)	11/05/03	76/557,275	05/10/05	2,949,328	Registered//Declaration Filed/Section 8 & 15 affidavits have been accepted
Organize Your Office (12356-29030)	09/09/03	76/549,772	07/12/05	2,967,904	Registered/Declaration Filed/Section 8 & 15 affidavits have been accepted and
Rough & Rugged (12356-29044)	12/14/04	76/64637	12/04/2007	3,349,016	Registered/Declaration Had/Section 8 & 15 affidavits have been accepted and
United Solutions (Classes 16, 20, 21,22)	05/26/06	73/894,230	07/15/2008	3,469,634	Registered

United Solutions For The Way You Live	05/26/06	78/894,213	07/15/2008	3,469,633	Registered
Turn&Lock (12356-29050)	04/06/05	76/635,260	05/20/2008	3,431,712	Registered
Eon Sense (12356-29067) Class 20	08/21/07	77/260,635	11/10/2007	3,709,237	Registered
Eco Sense (12356-29067) Class 21	08/21/07	77/975,646	09/02/2008	3,496,931	Registered
United Solutions (Class 20) (12356-29053)	12/19/05	78,1776,50	10/16/2007	3,314,145	Registered
United Solutions (Class 21) (12356.29063)	12/20/05	78/776,801	10/16/2007	3,314,147	Registered
Critter Proof (12356.29072)	07/14/08	76/691,25D	09/01/2009	3,674,864	Registered
Weather Tuff (12356-29084)	06/29/10	85/074,173	05/31/2011	3,971,921	Registered
Air-it-Out (12356-29094)	8/16/11	85/399,021	04/16/2013	4,321,664	Registered
Hands Free (1111-0004)	6/13/14	85/932,389	10/14/2014	4,622,670	Registered
Highboy	04/08/15	86/590,361	3/29/2016	4929003	In Process

All-in-One	4/11/15	86/590,359	In Process	In Process	In Process
United Solutions	9/4/2013	86/055,305	11/11/2014	4635396	
Intelligent Storage	1/21/2015	86/882,135			

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