

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434254

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REBATH, LLC		12/30/2009	Limited Liability Company: DELAWARE
AMBATH, LLC		12/30/2009	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	FIFTH STREET FINANCE CORP.
Street Address:	777 WEST PUTNAM AVENUE
Internal Address:	3RD FLOOR
City:	GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1210474	AM BATH
Registration Number:	3419748	DURABATH
Registration Number:	2594685	RE-BATH
Registration Number:	1285159	RE.BATH
Registration Number:	3077403	THE REFRESHING REMODEL
Registration Number:	3442176	RELAX, REFRESH, RENEW
Registration Number:	1864893	
Registration Number:	1876486	
Serial Number:	75763510	BATHGARD
Serial Number:	75109947	WE PUT A NEW BATHTUB OVER YOUR OLD ONE.
Serial Number:	75109855	WE PUT A NEW BATHTUB OVER THE OLD ONE

CORRESPONDENCE DATA

Fax Number: 7145469035

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: 714-641-5000

TRADEMARK

Email: fsanders@rutan.com
Correspondent Name: Rutan & Tucker, LLP
Address Line 1: 611 Anton Blvd., Suite 1400
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER: Hani Z. Sayed

SIGNATURE: /Hani Z. Sayed/

DATE SIGNED: 07/07/2017

Total Attachments: 14

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT is dated as of December 30, 2009, between REBATH, LLC, a Delaware limited liability company and AMBATH, LLC, a Delaware limited liability company (collectively, the "Assignor") and FIFTH STREET FINANCE CORP., a Delaware corporation, as Administrative Agent for itself and for certain other Lenders as defined in the Credit Agreement (as such terms are hereinafter defined)(together with its successors and assigns, "Administrative Agent").

WHEREAS, Assignor is the owner of the Trademarks listed on Schedule A hereto ; and

WHEREAS, Assignor, certain other borrowers, Fifth Street Finance Corp., as Administrative Agent, and certain other Lenders are party to that certain Credit Agreement of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the Lenders' making any loans or otherwise extending credit to the Assignor under the Credit Agreement that the Assignor execute and deliver to the Administrative Agent this Trademark Agreement;

WHEREAS, the Assignor has granted to Secured Parties a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the Trademarks listed on Schedule A attached hereto, all to secure the payment and performance of the obligations of Assignor to Lenders under the Credit Agreement, the Notes and the Loan Documents; and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Credit Agreement and other Loan Documents;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other

involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

PTO. The United States Patent and Trademark Office.

Trademark Agreement. This Trademark Collateral Assignment and Security Agreement, as amended and in effect from time to time.

Trademark Collateral. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark License Rights, and all other Trademark Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property. Notwithstanding anything to the contrary provided in this Agreement, Trademark Collateral shall not include, and Assignor shall not be deemed to have granted a security interest in any rights or interests in any license, contract or agreement to which any Assignor is a party to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the UCC or other applicable law); provided, that immediately upon the ineffectiveness, lapse or termination of any such restriction, the Trademark Collateral shall include, and Assignor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; and provided, further, that notwithstanding any such restriction, Trademark Collateral shall, to the extent such restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor, but specifically excluding any obligations of Assignor, pursuant to any and all past, present and future licensing agreements, written or oral, in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, or Trademark Rights, owned or used by third parties in the past, present or future, including the right in the name of the Assignor or the Secured Parties to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademarks; the right (but not the obligation) to register claims under any federal, state or foreign Trademark law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Trademarks or the Trademark Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Trademark License Rights.

Trademarks. All Trademarks and Trademark applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, and however defined or classified under (i) Article 9, or (ii) Revised Article 9, including but not limited to:

(a) the Trademarks listed on Schedule A hereto and all rights, including license rights, to the Trademarks set forth on Schedule A (as the same may be amended pursuant hereto from time to time);

(b) all renewals or extensions thereof;

(c) all trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now and existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the PTO or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including without limitation, any thereof referred to in the Agreement; and

(d) the right (but not the obligation) to make and prosecute applications for such Trademarks.

Secured Parties. Collectively, the Lenders, the Administrative Agent and any other holder from time to time of the Obligations or any part thereof.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Secured Parties, A CONTINUING SECURITY INTEREST IN all of the Trademark Collateral. SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH ASSIGNOR IS A PARTY RELATING TO THE TRADEMARKS.

3. Representations, Warranties and Covenants. The Assignor represents, warrants and covenants that: (i) Schedule A attached hereto sets forth a true and complete list of all the domestic Trademarks, rights to Trademarks and Trademark applications now owned, licensed, controlled or used by the Assignor; (ii) the issued Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Trademarks; (iii) to Assignor's knowledge, each of the issued Trademarks is valid and enforceable; (iv) to Assignor's knowledge, there is no infringement by others of the issued Trademarks or Trademark Rights, except as may otherwise have been disclosed to Administrative Agent in writing; (v) to Assignor's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge there is no infringement by the Assignor of the Trademark rights of others; (vi) the Assignor is the sole

and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks which the Assignor is licensed to practice or use), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses and covenants by the Assignor not to sue third persons, other than the security interest created by the Agreement and this Trademark Agreement and liens permitted under the Credit Agreement; (vii) the Assignor has the unqualified right to enter into this Trademark Agreement and perform its terms; (viii) this Trademark Agreement, together with the Agreement, will create in favor of the Secured Parties a valid and perfected first priority security interest in the Trademark Collateral upon making the filings referred to in clause (ix) of this Section 3; and (ix) except for the filing of financing statements with Secretary of State for the State of Delaware under the Uniform Commercial Code and the filing of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (1) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (2) for the perfection of or the exercise by the Secured Parties of any of its rights and remedies hereunder.

4. No Transfer or Inconsistent Agreements. Without the Administrative Agent's prior written consent and except for licenses of the Trademark Collateral granted by Assignor in its reasonable business judgment, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Trademark Collateral, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Agreement.

5. After-Acquired Trademarks, etc.

5.1 After-Acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks or Trademark applications, or become entitled to the benefit of any Trademark application or Trademark or renewal or extension of the Trademark Collateral or any improvement on any of the Trademark Collateral, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall promptly give to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to transfer title thereto to the Administrative Agent.

5.2 Amendment to Schedule. The Assignor authorizes the Secured Parties to modify this Trademark Agreement, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto to include any future or other Trademarks or Trademark Rights under Section 2 or Section 5 hereof to the extent that the foregoing constitute Trademark Collateral and are identified by the Assignor pursuant to Section 5.1 above.

6. Trademark Prosecution.

6.1 Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, grant, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral, and shall hold the Secured Parties harmless from any and all costs, damages, liabilities and expenses which may be incurred by the Secured Parties in connection with the Secured Parties' title to any of the Trademark Collateral or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby other than as may result from the Secured Parties' gross negligence or willful misconduct.

6.2 Assignor's Duties, etc. If commercially reasonable in Assignor's reasonable judgment, the Assignor shall have the duty, through counsel acceptable to the Administrative Agent, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to make application for unregistered Trademarks and to preserve and maintain all rights in the Trademarks, including without limitation the payment when due of all maintenance fees and other fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Trademarks. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. If commercially reasonable in Assignor's reasonable judgment, the Assignor shall not abandon any filed Trademark application, or any pending Trademark application or Trademark, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld. Secured Parties hereby appoint the Assignor as its agent, effective upon an Event of Default that is continuing, for all matters referred to in the foregoing provisions of this Section 6 and agrees to execute any documents necessary to confirm such appointment. Upon the occurrence and during the continuance of an Event of Default, Secured Parties may terminate such agency by providing written notice of termination to the Assignor.

6.3 Assignor's Enforcement Rights. The Assignor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit or other action in the Assignor's own name to enforce the Trademarks and the Trademark Rights. The Secured Parties shall be required to join in such suit or action as may be necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum so long as the Secured Parties are completely satisfied that such joinder will not subject the Secured Parties to any risk of liability which is not indemnified by Assignor. The Assignor shall promptly, upon demand, reimburse and indemnify the Secured Parties for all damages, costs and expenses, including legal fees, incurred by the Secured Parties pursuant to this Section 6.3.

6.4 Protection of Trademarks, etc. If commercially reasonable in Assignor's reasonable judgment, in general, the Assignor shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Trademark Collateral. The Assignor, in its commercially reasonable judgment, shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, which would materially affect the validity, grant or enforcement of any of the Trademark Collateral.

6.5 Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or the Assignor's rights, title or interests in and to any of the Trademark Collateral, and of any event which materially adversely affects the value of any of the Trademark Collateral, the ability of the Assignor or the Secured Parties to dispose of any of the Trademark Collateral or the rights and remedies of the Secured Parties in relation thereto (including but not limited to the levy of any legal process against any of the Trademark Collateral).

7. Reserved.

8. Remedies. If any Event of Default shall have occurred and be continuing, then upon notice by the Administrative Agent to the Assignor: (i) the Assignor shall immediately cease and desist from the practice, use and sale of the Trademark Collateral; and (ii) the Secured Parties shall have, in addition to all other rights and remedies given it by this Trademark Agreement, the Credit Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York and any other relevant jurisdiction and, without limiting the generality of the foregoing, the Secured Parties may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Trademark Collateral, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademark Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in the Agreement. Notice of any sale, license or other disposition of any of the Trademark Collateral shall be given to the Assignor at least five (5) days before the time that any intended public sale or other disposition of such Trademark Collateral is to be made or after which any private sale or other disposition of such Trademark Collateral may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Secured Parties may, to the extent permitted under applicable law, purchase or license the whole or any part of the Trademark Collateral or interests therein sold, licensed or otherwise disposed of.

9. Collateral Protection. If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached in any material respect, the Secured Parties, in their own name or that of the Assignor (in the sole discretion of the Secured Parties), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Secured Parties for any cost or expense incurred by the Secured Parties in so doing.

10. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in

its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Secured Parties to use any of the Trademark Collateral, to practice, use or sell Trademark Collateral, to grant or issue any exclusive or nonexclusive license of any of the Trademark Collateral to any third person, or necessary for the Secured Parties to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Administrative Agent from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct or failure to act in a commercially reasonable manner). This power of attorney shall be irrevocable for the duration of this Trademark Agreement for so long as any Event of Default has occurred and is continuing.

11. Further Assurances. The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Secured Parties may reasonably request and as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Secured Parties the grant, perfection and priority of the Secured Parties' security interest in any of the Trademark Collateral.

12. Termination. At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties pursuant hereto or the Agreement.

13. Course of Dealing. No course of dealing among the Assignor and the Secured Parties, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Parties, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Secured Parties in connection with the preparation of this Trademark Agreement and all other documents

relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the Trademark Collateral in accordance with this Agreement, or in defending or prosecuting any actions or proceedings arising out of or related to any of the Trademark Collateral in accordance with this Agreement, shall be borne and paid by the Assignor.

15. Overdue Amounts. Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Trademark Collateral and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Agreement.

16. No Assumption of Liability; Indemnification. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SECURED PARTIES ASSUME NO LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE TRADEMARK COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, USE OR SALE OF ANY OF THE TRADEMARK COLLATERAL, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE SECURED PARTIES WITH RESPECT TO SUCH LIABILITIES EXCEPT TO THE EXTENT ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE ADMINISTRATIVE AGENT.

17. Rights and Remedies Cumulative. All of the Secured Parties' rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Trademark Agreement is supplemental to the Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Secured Parties contained therein. Nothing contained in this Trademark Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Trademark Collateral granted to the Secured Parties under the Agreement.

18. Notices. All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be delivered in accordance with the notice provision of the Credit Agreement.

19. Amendment and Waiver. This Trademark Agreement is subject to modification only by a writing signed by the Administrative Agent and the Assignor, except as provided in Section 5.2. The Secured Parties shall not be deemed to have waived any right

hereunder unless such waiver shall be in writing and signed by the Secured Parties. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

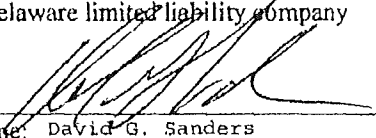
20. Miscellaneous. The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Secured Parties and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Agreement, the provisions of the Agreement shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

[signatures on next page]

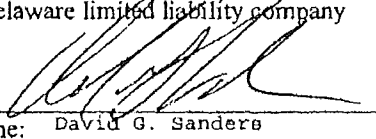
SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

REBATH, LLC,
a Delaware limited liability company

By: 
Name: David G. Sanders
Title: President

AMBATH, LLC,
a Delaware limited liability company

By: 
Name: David G. Sanders
Title: President

"Administrative Agent"

FIFTH STREET FINANCE CORP.,
a Delaware corporation

By: Fifth Street Management LLC,
a Delaware limited liability
company,
its Agent

By: _____
Bernard D. Berman
Member

SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

REBATH, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____


AMBATH, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

“Administrative Agent”

FIFTH STREET FINANCE CORP.,
a Delaware corporation


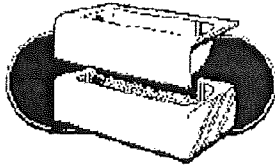
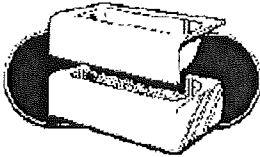
By: Fifth Street Management LLC,
a Delaware limited liability
company,
its Agent

By: 
Bernard D. Berman
Member

SCHEDULE A

[SEE ATTACHED]

RE-BATH TRADEMARK STATUS CHART

Mark	Country	Registration/ Serial No.
AMBATH®	United States	1,210,474
DURABATH®	United States	3,419,748
RE-BATH & Design® 	United States	2,594,685
RE-BATH®	United States	1,285,159
THE REFRESHING REMODEL®	United States	3,077,403
RELAX, REFRESH, RENEW®	United States	3,442,176
Tub over Tub Depiction® 	United States	1,864,893
Tub over Tub Design Only® 	United States	1,876,486
BATHGUARD (Abandoned)	United States	75/763,510

Schedule A to Trademark Collateral Assignment and Security Agreement

TRADEMARK
REEL: 006101 FRAME: 0034

Mark	Country	Registration/ Serial No.
WE PUT A NEW BATHTUB OVER YOUR OLD ONE	United States	75/109,947
WE PUT A NEW BATHTUB OVER YOU OLD ONE	United States	75/109,855

Schedule A to Trademark Collateral Assignment and Security Agreement

RECORDED: 07/07/2017

TRADEMARK
REEL: 006101 FRAME: 0035