

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dottie Holdings, LLC		04/24/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as administrative agent		
Street Address:	One Sansome Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87873239	SPOTLESS	
CORRESPONDENCE DATA			
Fax Number:	2124808421		
<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:	2125741200		
Email:	trademarks@sewkis.com		
Correspondent Name:	Beth H. Alter/Seward & Kissel LLP		
Address Line 1:	One Battery Park Plaza		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Beth H. Alter		
SIGNATURE:	/Beth H. Alter/		
DATE SIGNED:	04/25/2018		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("IP Security Agreement"), dated as of April 24, 2018, is made by and between Dottie Holdings, LLC, as grantor (the "Grantor"), in favor of Citibank, N.A., as administrative agent (the "Administrative Agent") and collateral agent for the secured parties under the Guaranty and Security Agreement referred to below (the "Secured Parties").

WHEREAS, the Grantor has entered into a Guaranty and Security Agreement dated as of April 24, 2018 (the "Guaranty and Security Agreement"), with the Administrative Agent on behalf of the Secured Parties (as defined therein).

WHEREAS, under the terms of the Guaranty and Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located, in each case, solely to the extent constituting Collateral (as defined in the Guaranty and Security Agreement) (all of which will be collectively referred to as the "IP Collateral"):

(a) all of the Grantor's right, title, and interest in and to: (i) any and all patents and patent applications; (ii) all inventions and improvements described and claimed therein; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements thereof; and (vi) all rights corresponding to any of the foregoing throughout the world; the foregoing, for the avoidance of doubt, including but not limited to the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");

(b) all of the Grantor's right, title, and interest in and to the following: (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and

payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world; the foregoing, for the avoidance of doubt, including but not limited to the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "Trademarks");

(c) all of the Grantor's right, title, and interest in and to the following: (i) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (ii) all renewals of any of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (iv) the right to sue for past, present, and future infringements of any of the foregoing; and (v) all rights corresponding to any of the foregoing throughout the world; the foregoing, for the avoidance of doubt, including but not limited to the copyright registrations, applications, and copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all Commercial Tort Claims (as such term is defined in Article 9 of the Uniform Commercial Code, as in effect from time to time, of the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, the Administrative Agent's lien on any of the Patents, Trademarks, and Copyrights (the "UCC")) in respect of the Patents, Trademarks, and Copyrights;

(e) all accessions to, substitutions for and replacements, proceeds (including stock rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles (as such term is defined in Article 9 of the UCC) at any time evidencing or relating to any of the foregoing;

(f) all books and records (including, without limitation, customer lists, credit files, printouts and other computer output materials and records) of the Grantor pertaining to any of the Patents, Trademarks, and Copyrights; and

(g) all proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Patents, Trademarks, and Copyrights (including, without limitation, proceeds, collateral and supporting obligations that constitute property of the types described in clauses (a) through (c) of the foregoing) and, to the extent not otherwise included, all (i) payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss

or damage to or otherwise with respect to any of the Patents, Trademarks, and Copyrights, and (ii) cash.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Administrative Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Guaranty and Security Agreement, which is hereby incorporated by reference. The provisions of the Guaranty and Security Agreement shall supersede and control over any conflicting provision herein. The rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Guaranty and Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Amendment. Promptly upon the Administrative Agent's request, the Grantor shall amend the schedules to this IP Security Agreement to reflect additional IP Collateral or to accurately reflect any IP Collateral. No waiver, amendment or other variation of the terms, conditions or provisions of this IP Security Agreement whatsoever shall be valid unless in writing signed by the Administrative Agent and the Grantor and then only to the extent in such writing as specifically set forth therein.

7. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

DOTTIE HOLDINGS, LLC

By: 

Name: *Diane Dietz*

Title: *Manager*

Address for Notices:

60 Spear St. Ste 600

San Francisco, CA 94105

AGREED TO AND ACCEPTED:

ADMINISTRATIVE AGENT:

CITIBANK, N.A.

By: _____

Name:

Title:

Address for Notices:

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006344 FRAME: 0868

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

GRANTOR:

DOTTIE HOLDINGS, LLC

By: _____

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

ADMINISTRATIVE AGENT:

CITIBANK, N.A.

By: _____

Name: *NANKI DIAS*

Title: *[Signature]*

Address for Notices: Citibank, N.A.
One Sansome Street
San Francisco, CA 94104
Attn: Nanki Dias

[Signature Page to IP Security Agreement]

SCHEDULES

SCHEDULE 1

PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date	[Record Owner]
None	N/A	N/A	N/A	N/A

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	[Record Owner]
None	N/A	N/A	N/A	N/A

SCHEDULE 2
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	[Record Owner]
None	N/A	N/A	N/A	N/A

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	Record Owner
SPOTLESS	United States of America	Yes	87873239	4/11/2018	Dottie Holdings, LLC

SCHEDULE 3

COPYRIGHTS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date	[Record Owner]
None	N/A	N/A	N/A	N/A

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date	[Record Owner]
None	N/A	N/A	N/A	N/A

Exclusively Licensed Copyright Registrations

License Agreement	Copyright Title	Jurisdiction	Registration Number	Registration Date
None	N/A	N/A	N/A	N/A

Exclusively Licensed Copyright Applications

License Agreement	Copyright Title	Jurisdiction	Application Number	Filing Date
None	N/A	N/A	N/A	N/A