

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491897

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FOURTH AMENDMENT TO THE TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FKA DISTRIBUTING CO., LLC		09/18/2018	Limited Liability Company: MICHIGAN
HOMEDICS USA, LLC		09/18/2018	Limited Liability Company: MICHIGAN
HOUSE OF MARLEY, LLC		09/18/2018	Limited Liability Company: MICHIGAN
TRUFFLE HOLDINGS, LLC		09/18/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	2600 WEST BIG BEAVER ROAD
Internal Address:	SUITE 445
City:	TROY
State/Country:	MICHIGAN
Postal Code:	48084
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	87221126	EVERCLEAN
Serial Number:	87216329	DOUBLE DOWN
Serial Number:	87217958	HOMEDICS LEADERS IN HOME ENVIRONMENT
Serial Number:	87233026	JAM TRANSIT
Serial Number:	87218248	TOTALCLEAN
Serial Number:	87144618	HOMEDICS SPORTS RECOVERY
Serial Number:	87048350	JAMOJI
Serial Number:	87237320	JAM BLAZE
Serial Number:	87237287	JAM TURF
Serial Number:	87133909	JAM VOICE
Serial Number:	87181372	PURITY + PURPOSE
Serial Number:	87279825	STERILICE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87038298	ELLIA OPEN YOUR SENSES
Serial Number:	87183187	CONCORELIFE
Serial Number:	87047799	HOMEDICS SLEEP SOLUTIONS
Serial Number:	87049690	HOMEDICS THERA·P
Serial Number:	87144612	SPORTS RECOVERY

CORRESPONDENCE DATA

Fax Number: 2165790212

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: 2165867021

Email: dpuljic@jonesday.com

Correspondent Name: DANIEL PULJIC / JONES DAY

Address Line 1: 901 Lakeside Avenue, NORTH POINT

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	739326-605016
NAME OF SUBMITTER:	DANIEL PULJIC
SIGNATURE:	/Daniel Puljic/
DATE SIGNED:	09/28/2018

Total Attachments: 8

- source=HoMedicsFourth Addendum to Trademark Security Agreem#page1.tif
- source=HoMedicsFourth Addendum to Trademark Security Agreem#page2.tif
- source=HoMedicsFourth Addendum to Trademark Security Agreem#page3.tif
- source=HoMedicsFourth Addendum to Trademark Security Agreem#page4.tif
- source=HoMedicsFourth Addendum to Trademark Security Agreem#page5.tif
- source=HoMedicsFourth Addendum to Trademark Security Agreem#page6.tif
- source=HoMedicsFourth Addendum to Trademark Security Agreem#page7.tif
- source=HoMedicsFourth Addendum to Trademark Security Agreem#page8.tif

FOURTH ADDENDUM TO TRADEMARK SECURITY AGREEMENT

THIS FOURTH ADDENDUM TO TRADEMARK SECURITY AGREEMENT (this "*Fourth Addendum*") is made and entered into this 18 day of September 2018, by and among, **FKA DISTRIBUTING CO., LLC**, a Michigan limited liability company ("*Parent*"), **HOMEDICS USA, LLC**, a Michigan limited liability company ("*HoMedics*"), **HOUSE OF MARLEY, LLC**, a Michigan limited liability company ("*Marley*"), **SR HOMEDICS, LLC** a Michigan limited liability company ("*SR Homedics*"), **TRUFFLE HOLDINGS, LLC**, a Delaware limited liability company ("*Truffle*"), **FKA BRANDS LIMITED (f/k/a HOMEDICS GROUP LIMITED)**, a company incorporated in England and Wales with company number 04353765 ("*FKA Brands*"), **LUDGATE 329 LIMITED**, a company incorporated in England and Wales with company number 04993514 ("*Ludgate*"), **SALTER GROUP LIMITED**, a company incorporated in England and Wales with company number 04346488 ("*Salter*"), **SALTER HOUSEWARES LIMITED**, a company incorporated in England and Wales with company number 06135840 ("*Salter Housewares*"), and **GEORGE SALTER & CO. LIMITED**, a company incorporated in England and Wales with company number 04395486 ("*George Salter*" and together with Parent, HoMedics, Marley, SR Homedics, Truffle, FKA Brands, Ludgate, Salter, Salter Housewares, collectively, the "*Grantors*" and each a "*Grantor*"), in favor of **BANK OF AMERICA, NA**, as the administrative agent (together with its successor(s) thereto in such capacity, the "*Agent*") for each of the Secured Parties.

RECITALS

WHEREAS, the Grantors and certain of their affiliates are parties to that certain Amended and Restated Loan, Security and Guarantee Agreement, dated as of April 22, 2016, with the financial institutions that are or may from time to time become parties thereto (the "*Lenders*") and the Agent (as amended, supplemented, restated or otherwise modified from time to time, the "*Loan Agreement*"), pursuant to which the Agent, the Lenders and the Issuing Bank continue or make Loans, advances and other extensions of credit to or benefiting the Grantors, and for which the Grantors are liable thereunder;

WHEREAS, pursuant to and in order to secure their obligations under the Loan Agreement, the Grantors executed and delivered to the Agent that certain Trademark Security Agreement dated August 22, 2012 (as amended, supplemented, restated or otherwise modified from time to time, the "*Original Trademark Security Agreement*"), recorded in the United States Patent and Trademark Office at Reel/Frame 004848/ 0571, under which, among other things, such Grantors granted the Agent a continuing security interest in the Trademark Collateral (as defined in the Original Trademark Security Agreement), as in existence as of such date, to secure all Obligations;

WHEREAS, certain Grantors executed and delivered to the Agent an Addendum to the Original Trademark Security Agreement, dated June 30, 2014 (the "*First Addendum*"), for the purpose of recording the security interest of the Agent in certain Trademark Collateral that had been newly acquired, created and/or possessed by the Grantors subsequent to the Original Trademark Security Agreement, and which was recorded in the United States Patent and Trademark Office at Reel/Frame 005328/0946;

WHEREAS, certain Grantors executed and delivered to the Agent a Second Addendum to the Original Trademark Security Agreement, dated April 22, 2016 (the "*Second Addendum*"), for the purpose of recording the security interest of the Agent in certain Trademark Collateral that had been newly acquired, created and/or possessed by the Grantors subsequent to the Original Trademark Security Agreement, and which was recorded in the United States Patent and Trademark Office at Reel/Frame 5776/0741;

WHEREAS, certain of the Grantors have acquired, created or otherwise come into possession of Additional Trademark Collateral (as defined below);

WHEREAS, under the terms of the Loan Agreement, the Grantors are required to grant the Agent a security interest in all of Additional Trademark Collateral to secure all Obligations; and the Grantors now desire to grant the Agent the required security interest in the Additional Trademark Collateral and the Agent desires to accept the grant of such security interest all in accordance with the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree, for the benefit of each Secured Party, as follows:

SECTION 1 – Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Fourth Addendum, including its preamble and recitals, have the meanings provided in the Original Trademark Security Agreement.

SECTION 2 – Grant of Security Interest. Each Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of such Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by such Grantor, in and to the additional acquired, created and/or possessed Trademark Collateral listed on **Schedule A** to this Fourth Addendum (the "*Additional Trademark Collateral*") and the Agent hereby accepts such security interest for the benefit of each Security Party.

SECTION 3 – Security Agreement. This Fourth Addendum has been executed and delivered by the Grantors for the purpose of recording the security interest of the Agent in the Additional Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Loan Agreement, the Original Trademark Security Agreement, the First Addendum and the Second Addendum. The Loan Agreement, the Original Trademark Security Agreement, the First Addendum and the Second Addendum (and all rights and remedies of the Agent and each Secured Party under each such document) shall remain in full force and effect in accordance with their respective terms.

SECTION 4 – Acknowledgment. The Grantors hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Additional Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the

Original Trademark Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5 – Loan Document. This Fourth Addendum is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6 – Governing Law. THIS FOURTH ADDENDUM SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAW RELATING TO NATIONAL BANKS).

SECTION 7 – Counterparts. This Fourth Addendum may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any part of this Fourth Addendum by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Fourth Addendum.

SECTION 8 – ENTIRE AGREEMENT. THIS FOURTH ADDENDUM TOGETHER WITH THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Fourth Addendum to be duly executed and delivered as of the date first above written.

GRANTORS:

FKA DISTRIBUTING CO., LLC,
a Michigan limited liability company

By: _____
Alon D. Kaufman, CEO

AGENT:

Bank of America, N.A.,
as Agent

By:  _____
Kindra Mullarky, Vice President

HOMEDICS USA, LLC,
a Michigan limited liability company

By: _____
Alon D. Kaufman, CEO

HOUSE OF MARLEY, LLC,
a Michigan limited liability company

By: _____
Alon D. Kaufman, CEO

SR HOMEDICS, LLC
a Michigan limited liability company

By: _____
Alon D. Kaufman, CEO

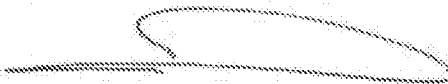
TRUFFLE HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Alon D. Kaufman, CEO

IN WITNESS WHEREOF, each of the parties hereto has caused this Fourth Addendum to be duly executed and delivered as of the date first above written.

GRANTORS:

FKA DISTRIBUTING CO., LLC,
a Michigan limited liability company

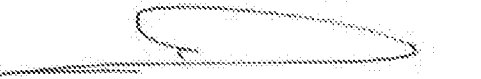
By: 
Alon D. Kaufman, CEO

AGENT:

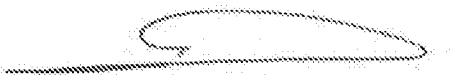
Bank of America, N.A.,
as Agent

By: _____
Kindra Mullarky, Vice President

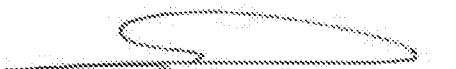
HOMEDICS USA, LLC,
a Michigan limited liability company

By: 
Alon D. Kaufman, CEO

HOUSE OF MARLEY, LLC,
a Michigan limited liability company

By: 
Alon D. Kaufman, CEO

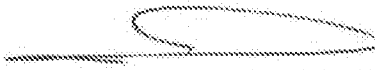
SR HOMEDICS, LLC
a Michigan limited liability company

By: 
Alon D. Kaufman, CEO

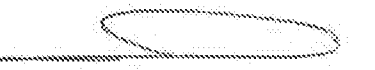
TRUFFLE HOLDINGS, LLC,
a Delaware limited liability company

By: 
Alon D. Kaufman, CEO

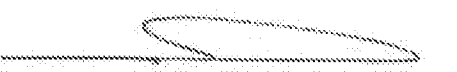
FKA BRANDS LIMITED,
a Company incorporated in England and Wales

By: 
Alon D. Kaufman, Director

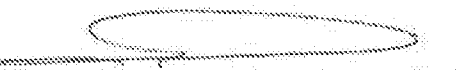
LUDGATE 329 LIMITED,
a Company incorporated in England and Wales

By: 
Alon D. Kaufman, Director


SALTER GROUP LIMITED,
a Company incorporated in England and Wales

By: 
Alon D. Kaufman, Director

SALTER HOUSEWARES LIMITED,
a Company incorporated in England and Wales

By: 
Alon D. Kaufman, Director

GEORGE SALTER & CO. LIMITED,
a Company incorporated in England and Wales

By: 
Alon D. Kaufman, Director

Signature Page to Fourth Addendum to
Trademark Security Agreement

SCHEDULE A
to
Fourth Addendum to Trademark Security Agreement
Additional Trademark Collateral

Trademark	Owner	Status in Trademark Office	Reg./Appl. No.	Filed/Reg. Date	Country
EVERCLEAN	FKA Distributing Co., LLC	Pending	87221126	10/31/2016	U.S.
DOUBLE DOWN	FKA Distributing Co., LLC	Pending	87216329	10/26/2016	U.S.
HOMEDICS LEADERS IN HOME ENVIRONMENT	FKA Distributing Co., LLC	Pending	87217958	10/27/2016	U.S.
JAM TRANSIT	FKA Distributing Co., LLC	Pending	87233026	11/10/2016	U.S.
TOTAL CLEAN	FKA Distributing Co., LLC	Pending	87218248	10/27/2016	U.S.
HOMEDICS SPORTS RECOVERY and Design	FKA Distributing Co., LLC	Pending	87144618	08/19/2016	U.S.
Jamoji	FKA Distributing Co., LLC	Pending	87048350	05/24/2016	U.S.
JAM BLAZE	FKA Distributing Co., LLC	Pending	87237320	11/15/2016	U.S.
JAM TURF	FKA Distributing Co., LLC	Pending	87237287	11/15/2016	U.S.
JAM VOICE	FKA Distributing Co., LLC	Pending	87133909	08/10/2016	U.S.
PURITY + PURPOSE	FKA Distributing Co., LLC	Pending	87181372	09/23/2016	U.S.
STERLILICE	FKA Distributing Co., LLC	Pending	87279825	12/23/2016	U.S.
ELLIA OPEN YOUR SENSES	FKA Distributing Co., LLC	Pending	87038298	05/16/2016	U.S.
FIGHT IT	FKA Distributing Co., LLC	Pending	87183187	09/26/2016	U.S.

HOMEDICS SLEEP SOLUTION and Design	FKA Distributing Co., LLC	Pending	87047799	05/24/2016	U.S.
HOMEDICS THERA-P and Design	FKA Distributing Co., LLC	Pending	87049690	05/25/2016	U.S.
SPORTS RECOVERY and Design	FKA Distributing Co., LLC	Pending	87144612	08/19/2016	U.S.
ELLIA OPEN YOUR SENSES (Stylized)	FKA Distributing Co., LLC	Pending	1783540	05/20/2016	Canada
HOMEDICS SLEEP SOLUTION and Design	FKA Distributing Co., LLC	Pending	1784078	05/26/2016	Canada
JAMOJI	FKA Distributing Co., LLC	Pending	1811090	11/24/2016	Canada