

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carolina Brands LLC		12/18/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION		
Street Address:	222 South Riverside Plaza		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	2179853	PROKLEEN	
Registration Number:	1991648	SOOT DESTROYER	
Registration Number:	1688762	PROFLEX	
Registration Number:	2631664	TURBOSWEEPER	
Registration Number:	2624945	SAFE-T-FLUE	
Registration Number:	1115944	AUGUST WEST	
Registration Number:	3837823	AUGUST WEST	
Registration Number:	2087052	SOOTSWEEPER	
Registration Number:	2976211	WILLIAM'S	
Registration Number:	3070203		
Registration Number:	3045045	WORCESTER	
Registration Number:	0700367	LEX-CRETE	
Registration Number:	0918739		
Registration Number:	1115667	STOVO	
Registration Number:	1383834	DAMP GONE	
Registration Number:	1760560	SOOT SWEEP	
Registration Number:	1684436	GRAPHO-GLAS	
Registration Number:	1684189	DRY MIX 211	
Registration Number:	1679117	KWIK-SHOT	

OP \$915.00 2179853

Property Type	Number	Word Mark
Registration Number:	1797467	
Registration Number:	1980340	RUTLAND
Registration Number:	0405562	CHIMNEY SWEEP
Registration Number:	2105570	WHITE OFF
Registration Number:	3217444	LOG BRIGHT
Registration Number:	3256465	SEAL IT RIGHT
Registration Number:	3356445	MASTER SWEEP
Registration Number:	3356444	SAFE LITE
Registration Number:	3356446	RAINBOW FLAME
Registration Number:	3365882	TANK SHIELD
Registration Number:	3841303	JUST GRATE
Registration Number:	6186078	WIZARD SYSTEM
Registration Number:	6022374	CHIMNEY SWEEP
Registration Number:	5954336	ONE MATCH
Registration Number:	4803962	SWEEPSALL
Registration Number:	4263424	WIZARD SYSTEM
Registration Number:	4370643	ONE MATCH

CORRESPONDENCE DATA

Fax Number: 3123271051

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: 3123271050

Email: jwatson@skcounsel.com

Correspondent Name: Scott & Kraus, LLC

Address Line 1: 150 South Wacker Drive, 2900

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Drew J. Scott, Esq.
SIGNATURE:	/Drew J. Scott, Esq./
DATE SIGNED:	12/21/2020

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of December 18, 2020, is made by CAROLINA BRANDS LLC, a Delaware limited liability company ("Grantor"), in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION ("Lender").

RECITALS

A. Grantor has entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Lender, pursuant to which Lender has agreed to make certain credit available to Grantor and certain obligations owed to Lender are secured. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

B. Pursuant to the Credit Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the terms of the Credit Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired intellectual property, including, but not limited to, patents, patent applications, patent licenses, trademarks, trademark applications, trademark licenses, copyrights, copyright right applications and copyright licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, and in to secure the payment and performance of the Obligations, including, without limitation, the Notes, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each domain name and trademark license, including, without limitation, each domain name and trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor against third parties for past, present or future infringement of any trademark, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief

and to collect, or otherwise recover, any such damages of any trademark, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor against third parties for past, present or future infringement of any patent, including, all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages of any patent, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");
- (7) each copyright and copyright application, including, without limitation, each registered copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (8) each copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith;
- (9) all products, royalties, fees, income, payments, and other proceeds of the foregoing, including, without limitation, any claim or cause of action by Grantor against third parties for past, present or future infringement of any copyright, including, all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages of any copyright, without limitation, any registered copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the "Copyright Collateral", together with the Trademark Collateral and the Patent Collateral, the "IP Collateral"); and

- (10) all rights of any kind whatsoever of Grantor accruing under the IP Collateral provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by this reference as if fully set forth herein. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

Grantor authorizes the Commission for Patents, Commissioner for Trademarks, the Register of Copyrights, and any other government official to record and register this Agreement upon request by Lender.

This 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 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 laws of the State of Illinois, without giving effect to any choice of law conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

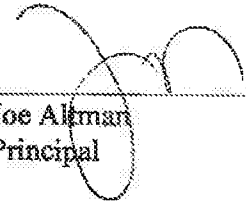
This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

[signature page follows]

Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

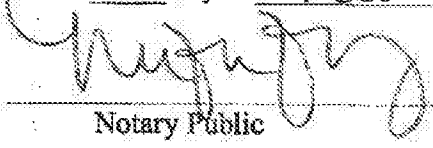
CAROLINA BRANDS LLC,
a Delaware limited liability company

By: 
Name: Joe Altman
Title: Principal

STATE OF TN)
COUNTY OF Williamson) SS.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Joe Altman, the Principal of CAROLINA BRANDS LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Principal, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of December, 2020.


Notary Public



My Commission Expires:
September 25, 2021

Acknowledged:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Michael D. Smith
Title: SVP

STATE OF ILLINOIS)
COUNTY OF Kane) ss.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Smith the SVP of FIFTH THIRD BANK, NATIONAL ASSOCIATION, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such SVP, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16 day of December, 2020.

[Signature]
Notary Public

My Commission Expires:

3/10/2024






(01057998)


SCHEDULE 1

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK COLLATERAL

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
PROKLEEN	United States	2,179,853	8/11/98
SOOT DESTROYER	United States	1,991,648	8/6/96
PROFLEX	United States	1,688,762	5/26/92
TURBOSWEEPER	United States	2,631,664	10/8/02
SAFE-T-FLUE	United States	2,624,945	9/24/02
AUGUST WEST	United States	1,115,944	4/3/79
AUGUST WEST	United States	3,837,823	8/24/10
SOOTSWEeper	United States	2,087,052	8/12/97
WILLIAM'S	United States	2,976,211	7/26/05
	United States	3,070,203	3/21/06
WORCESTER	United States	3,045,045	1/17/06
LEX-CRETE	United States	700,367	7/5/60
	United States	918,739	8/24/71
STOVO	United States	1,115,667	3/27/79
DAMP GONE	United States	1,383,834	2/25/86
SOOT SWEEP	United States	1,760,560	3/23/93
GRAPHO GLASS	United States	1,684,436	4/28/92
DRY MIX 211	United States	1,684,189	4/21/92
KWIK SHOT	United States	1,679,117	3/17/92
	United States	1,797,467	10/12/93
RUTLAND	United States	1,980,340	6/18/96
CHIMNEY SWEEP	United States	405,562	2/8/44
WHITE OFF	United States	2,105,570	10/14/97
LOG BRIGHT	United States	3,217,444	3/13/07
SEAL IT RIGHT	United States	3,256,465	6/26/07
MASTER SWEEP	United States	3,356,445	12/18/07
SAFE LITE	United States	3,356,444	12/18/07
RAINBOW FLAME	United States	3,356,446	12/18/07
TANK SHIELD	United States	3,365,882	1/8/08
JUST GRATE	United States	3,841,303	8/31/10
WIZARD SYSTEM	United States	6,186,078	10/27/20
CHIMNEY SWEEP	United States	6,022,374	3/31/20

ONE MATCH	United States	5,954,336	1/7/20
SWEEPSALL	United States	4,803,962	9/1/15
WIZARD SYSTEM	United States	4,263,424	12/25/12
ONE MATCH	United States	4,370,643	7/23/13
AUGUST WEST	Canada	TMA257317	4/3/81
SAFE-T-FLUE	Canada	TMA240478	3/7/80
	Canada	TMA259477	6/5/81
RUTLAND	Canada	TMA788390	1/24/11
JUST GRATE	Canada	TMA801191	6/30/11
RUTLAND	China	5556195	12/21/15
RUTLAND	China	5556193	1/14/11
JUST GRATE	European Union	009212143	12/13/10

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Date Applied</u>
NONE			

TRADEMARK LICENSE

“THE RUTLAND FIRE CLAY COMPANY” name and mark.

INTERNET DOMAIN NAMES/URLS:

DAMPGONE.COM	rutlandoutsidegear.com
outdoorgearsolvers.com	rutlandoutsidewears.com
outdoorredneck.com	rutlandproduct.com
outdooryokel.com	RUTLANDPRODUCTS.BIZ
outsideredneck.com	RUTLANDPRODUCTS.CA
outsidesolvers.com	RUTLANDPRODUCTS.CO
outsidewears.com	RUTLANDPRODUCTS.COM
outsideyokel.com	RUTLANDPRODUCTS.INFO
RAINBOWFLAMECRYSTALS.COM	RUTLANDPRODUCTS.ME
rutlandapparel.com	RUTLANDPRODUCTS.MOBI
rutlandbasecamp.com	RUTLANDPRODUCTS.NET
rutlandbushwacker.com	RUTLANDPRODUCTS.ORG
rutlandfireclaycompany.com	RUTLANDPRODUCTS.US
rutlandgear.com	RUTLANDPRODUCTS.WS
rutlandoutdoorapparel.com	rutlandredneck.com
rutlandoutdoorgear.com	rutlandtactical.com

rutlandoutdoormen.com	SAFE-T-FLUE.COM
rutlandoutdoorprotection.com	SAFELITEFIRESTARTERS.COM
rutlandoutdoorsolutions.com	TORQUELOCKCONNECTOR.COM
rutlandoutdoorsports.com	wildrutland.com
rutlandoutdoorwomen.com	rutland.com
rutlandoutside.com	

SCHEDULE 2

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT COLLATERAL

<u>Patent Number</u>	<u>Patent Application Number</u>	<u>Date Patent Issued</u>	<u>Filing Date of Patent Application</u>	<u>Assignee</u>	<u>Title</u>
NONE.					

SCHEDULE 3

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT COLLATERAL

<u>Copyright Reg. No.</u>	<u>Copyright Claimant</u>	<u>Registration Date</u>	<u>Copyright Title</u>
NONE.			