

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BILLIE, INC.		12/21/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 North Tryon St., 5th Fl.		
Internal Address:	MAC Legal Dept., NC1-001-0545		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	88679695	BILLIE	
Serial Number:	88982136	BILLIE	
Serial Number:	88982135	BILLIE	
Serial Number:	87416922	BILLIE	
Serial Number:	88679382	BILLIE	
Serial Number:	88679375	BILLIE	
Serial Number:	87416912	BILLIE	
Serial Number:	88579177	FLOOF	
Serial Number:	90862474	MALIBU	
Serial Number:	88980049	WONDER WIPES	
Serial Number:	88497275	WONDER WIPES	
Serial Number:	90847610	DREAMPOP	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		

OP \$315.00 88679695

Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 12/21/2021

Total Attachments: 6

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 21, 2021 (this “**Agreement**”), made by BILLIE, INC., a Delaware corporation (the “**Pledgor**”), in favor of BANK OF AMERICA, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement dated as of April 3, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among EDGEWELL PERSONAL CARE COMPANY, a Missouri corporation (the “**Borrower**”), each Subsidiary Loan Party listed on the signature pages thereof and each other Subsidiary Loan Party that becomes a party thereto after the date thereof, and BANK OF AMERICA, N.A., as collateral agent (together with its successors and assigns in such capacity, the “**Collateral Agent**”) for the Secured Parties. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “**Trademark Collateral**”): all Trademarks of the United States of America, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any “intent-to-use” trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable Pledgor’s right, title or interest therein or in any trademark issued as a result of such application under applicable federal law.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

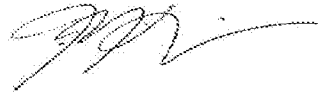
SECTION 5. Governing Law. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT

**SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF
THE STATE OF NEW YORK.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BILLIE, INC.



By: _____

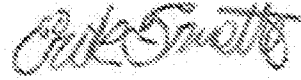
Name: John Hill

Title: President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
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**BANK OF AMERICA, N.A., as
Administrative and Collateral Agent**



By:
Name: Erik Truette
Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

**TRADEMARK
REEL: 007538 FRAME: 0116**

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by BILLIE, INC.

Trademark	Country	Owner	App. Date App. No.	Reg. Date Reg. No.	Next Renewal	Status
BILLIE	United States	Billie, Inc.	11/4/2019 88679695*			Pending
BILLIE	United States	Billie, Inc.	11/4/2019 88982136	8/31/2021 6472264	8/31/2027	Registered
BILLIE	United States	Billie, Inc.	11/4/2019 88982135	8/31/2021 6472263	8/31/2027	Registered
BILLIE	United States	Billie, Inc.	4/19/2017 87416922	2/6/2018 5398046	2/6/2028	Registered
BILLIE	United States	Billie, Inc.	11/4/2019 88679382*			Pending
BILLIE	United States	Billie, Inc.	11/4/2019 88679375*			Pending
BILLIE	United States	Billie, Inc.	4/19/2017 87416912	2/6/2018 5398045	2/6/2028	Registered
FLOOF	United States	Billie, Inc.	8/14/2019 88579177	8/25/2020 6137783	8/25/2030	Registered
MALIBU	United States	Billie, Inc.	8/3/2021 90862474			Pending
WONDER WIPES	United States	Billie, Inc.	7/2/2019 88980049	2/23/2021 6279217		Registered
WONDER WIPES	United States	Billie, Inc.	7/2/2019 88497275			Pending
DREAMPOP	United States	Billie, Inc.	7/26/2021 90847610			Pending

*Upcoming Statement of Use Extension deadline December 15, 2021

Schedule I to Notice of Grant of Security Interest in Trademarks

RECORDED: 12/21/2021

**TRADEMARK
REEL: 007538 FRAME: 0117**