

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Little Busy Bodies, LLC		12/10/2021	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	77724481	ACHOOZ	
Serial Number:	77704750	BOOGIE	
Serial Number:	86927515	BOOGIE	
Serial Number:	90350610	BOOGIE BLOCK	
Serial Number:	88515541	BOOGIE BOTTOMS	
Serial Number:	88515545	BOOGIE BOTTOMS	
Serial Number:	88515547	BOOGIE BOTTOMS	
Serial Number:	88515543	BOOGIE BOTTOMS	
Serial Number:	88020215	BOOGIE DROPS	
Serial Number:	88020222	BOOGIE DROPS	
Serial Number:	90128016	BOOGIE HANDS	
Serial Number:	90128021	BOOGIE HANDS	
Serial Number:	88020211	BOOGIE MIST	
Serial Number:	88020213	BOOGIE MIST	
Serial Number:	77485579	BOOGIE MOMS	
Serial Number:	90350612	BOOGIE RUB	
Serial Number:	77233002	BOOGIE WIPES	
Serial Number:	77492320	BOOGIES ON THE RUN	
Serial Number:	77648693	GENTLE SALINE WIPES FOR STUFFY NOSES	
		TRADEMARK	

OP \$665.00 77724481

Property Type	Number	Word Mark
Serial Number:	88599252	GENTLE SALINE WIPES FOR STUFFY NOSES
Serial Number:	85110691	
Serial Number:	86878413	MAKE YOUR NOSE HAPPY!
Serial Number:	77923625	
Serial Number:	77954588	SALINE SOOTHERS
Serial Number:	77867219	SAVE THE SLEEVE
Serial Number:	77487861	'SNOT YOUR AVERAGE WIPE

CORRESPONDENCE DATA

Fax Number: 5139778141

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: 5139778527

Email: april.besl@dinsmore.com

Correspondent Name: April L. Besl

Address Line 1: 255 E. Fifth St., Suite 1900

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	April L Besl
SIGNATURE:	/april l besl/
DATE SIGNED:	01/19/2022

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of December 10, 2021, is made by LITTLE BUSY BODIES, LLC, an Ohio limited liability company, located at 212 E. Third Street, Ste. 300, Cincinnati, Ohio 45202 (the "Grantor"), in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION located at 38 Fountain Square Plaza, Cincinnati, Ohio 45263 (the "Lender"), pursuant to that certain Credit Agreement, of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), between eleco brands llc, an Ohio limited liability company ("Borrower"), and the Lender.

WITNESSETH

WHEREAS, pursuant to the Credit Agreement, the Lender has agreed to make loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guaranty and Security Agreement, of even date herewith, in favor of the Lender (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Lender for the benefit of the Lender a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Exhibit A attached hereto) (collectively, the "Trademark Collateral"), to the Lender for the benefit of the Lender to secure payment, performance and observance of the Secured Obligations.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by Grantor of a security interest therein would result in the loss by Grantor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor and the Lender have executed this Grant of Security Interest in Trademark Rights as of the date first above written.

GRANTOR:

LITTLE BUSY BODIES, LLC,
as Grantor

By: [Signature]
Name: Brand Pollock
Title: Member

LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
as Lender

By: _____
Name: _____
Title: _____

Signature Page to Grant of Security Interest in Trademark Rights

IN WITNESS WHEREOF, the Grantor and the Lender have executed this Grant of Security Interest in Trademark Rights as of the date first above written.

GRANTOR:

LITTLE BUSY BODIES, LLC,
as Grantor

By: _____
Name: _____
Title: _____

LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION,
as Lender

By: 
Name: Jerry P. Lister
Title: Vice President

Signature Page to Grant of Security Interest in Trademark Rights

ACKNOWLEDGEMENT OF GRANTOR

STATE OF OHIO

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) ss:
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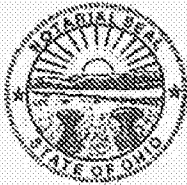
COUNTY OF

I hereby certify that Richard Palmer, the Member of LITTLE BUSY BODIES, LLC, an Ohio limited liability company, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of LITTLE BUSY BODIES, LLC.

Witness my hand and official seal, this the 2 day of December, 2021.

My commission expires: June 24 2026

Mallori Fryman
Notary Public



Mallori Fryman
Notary Public, State of Ohio
My Commission Expires:
June 24, 2026

ACKNOWLEDGEMENT OF LENDER

STATE OF OHIO

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) ss:
)

COUNTY OF

I hereby certify that James B. Colby, the Vice President of FIFTH THIRD BANK, NATIONAL ASSOCIATION, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of FIFTH THIRD BANK, NATIONAL ASSOCIATION.

Witness my hand and official seal, this the 6th day of December, 2021.

My commission expires:

[Signature]
Notary Public



Peter A. Draugelis
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date: Section 147.03 O.R.C.

EXHIBIT A

Little Busy Bodies LLC - Trademarks

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
ACHOOZ	United States of America	77724,481	28-Apr-2009	3,848,597	14-Sep-2010
BOOGIE	United States of America	77704,750	01-Apr-2009	4,162,748	26-Jun-2012
BOOGIE	United States of America	86/927,515	03-Mar-2016	5,045,572	20-Sep-2016
BOOGIE BLOCK & Design	United States of America	90/350,610	01-Dec-2020		
BOOGIE BOTTOMS	United States of America	88/515,541	15-Jul-2019	5,967,101	21-Jan-2020
BOOGIE BOTTOMS	United States of America	88/515,545	15-Jul-2019		
BOOGIE BOTTOMS & Design	United States of America	88/515,547	15-Jul-2019		
BOOGIE BOTTOMS & Design	United States of America	88/515,543	15-Jul-2019	6,072,990	09-Jun-2020
BOOGIE DROPS	United States of America	88/020,215	29-Jun-2018	5,848,509	03-Sep-2019
BOOGIE DROPS & Design	United States of America	88/020,222	29-Jun-2018	5,848,510	03-Sep-2019
BOOGIE HANDS	United States of America	90/128,016	20-Aug-2020		
BOOGIE HANDS & Design	United States of America	90/128,021	20-Aug-2020	6,374,729	01-Jun-2021
BOOGIE MIST	United States of America	88/020,211	29-Jun-2018	5,848,507	03-Sep-2019
BOOGIE MIST & Design	United States of America	88/020,213	29-Jun-2018	5,848,508	03-Sep-2019

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date
BOOGIE MOMS	United States of America	77/485,579	28-May-2008	3,750,406	16-Feb-2010
BOOGIE RUB & Design	United States of America	90/350,612	01-Dec-2020		
BOOGIE WIPES	United States of America	77/233,002	18-Jul-2007	3,541,165	02-Dec-2008
BOOGIES ON THE RUN	United States of America	77/492,320	05-Jun-2008	3,560,905	13-Jan-2009
GENTLE SALINE WIPES FOR STUFFY NOSES	United States of America	77/648,693	13-Jan-2009	3,726,848	15-Dec-2009
GENTLE SALINE WIPES FOR STUFFY NOSES	United States of America	88/599,252	30-Aug-2019		
Green and Orange Wipe Package Trade Dress (Design)	United States of America	85/110,691	18-Aug-2010	4,654,842	16-Dec-2014
MAKE YOUR NOSE HAPPY!	United States of America	86/878,413	18-Jan-2016	5,302,258	03-Oct-2017
Nose Logo	United States of America	77/923,625	29-Jan-2010	3,881,543	23-Nov-2010
SALINE SOOTHERS	United States of America	77/954,588	09-Mar-2010	3,952,199	26-Apr-2011
SAVE THE SLEEVE	United States of America	77/867,219	06-Nov-2009	3,887,761	07-Dec-2010
'SNOT YOUR AVERAGE WIPE	United States of America	77/487,861	30-May-2008	3,696,660	13-Oct-2009