

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828897

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fluidmaster, Inc.		02/27/2012	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	900 W. Trade St.		
<b>Internal Address:</b>	Gateway Village 900 Bld		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97512304	SOFT SPA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3122883589		
<b>Email:</b>	sabrina.lynch@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	2929 Allen Parkway		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Houston, TEXAS 77019		
<b>NAME OF SUBMITTER:</b>	Michelle A. Covert		
<b>SIGNATURE:</b>	/Michelle A. Covert/		
<b>DATE SIGNED:</b>	08/02/2023		
<b>Total Attachments: 5</b>			
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OP \$40.00 97512304



# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Fluidmaster, Inc.

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: California  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 27, 2012

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A.

Street Address: 900 W. Trade St. Gateway Village 900 Bld

City: Charlotte

State: North Carolina

Country: USA Zip: 28255

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Association Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule I attached hereto

See Schedule I attached hereto

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michelle A. Covert

Internal Address: Chapman and Cutler LLP

Street Address: 320 South Canal Street

City: Chicago

State: IL Zip: 60606

Phone Number: 312-845-2959

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### 6. Total number of applications and registrations involved:

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature Michelle A. Covert, for Chapman and Cutler LLP

August 2, 2023

Signature

Date

Michelle A. Covert, Paralegal

Total number of pages including cover sheet, attachments, and document:

Name of Person Signing

ADDENDUM TO  
NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:


Please be advised that pursuant to the Security and Pledge Agreement dated as of February 27, 2012 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "*Agreement*") by and among, inter alia, Fluidmaster, Inc., as the grantor (the "*Grantor*"), and Bank of America, N.A., as secured party (the "*Secured Party*"), (i) the undersigned Grantor granted a continuing security interest in and continuing lien upon all of its then owned and thereafter acquired, arising or created trademarks and trademark applications to the Secured Party, (ii) the undersigned Grantor recorded a Notice of Grant of Security Interest in Trademarks, dated as of February 27, 2012, in the United States Patent and Trademark Office at Reel 004726, Frame 0516 (the "*2012 Notice*") and (iii) the undersigned Grantor recorded an Addendum to Notice of Grant of Security Interest in Trademarks, recorded as of August 6, 2018, in the United States Patent and Trademark Office at Reel 6405, Frame 0641 (the "*2018 Addendum*").

In connection therewith, the parties desire to record this Addendum to the 2018 Addendum and the 2012 Notice to reflect the Secured Party's lien on and security interest in the additional trademarks and trademark applications of the Grantor set forth on Schedule 1 attached hereto (together with (i) all extensions and renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due and/or payable thereunder, (iii) the right to sue or recover for past, present or future infringements, violations, or dilutions thereof, and (iv) all rights throughout the world corresponding thereto (including the goodwill)), which the Grantor hereby acknowledges and agrees are subject to the foregoing grant by the Grantor to the Secured Party of a security interest therein and lien thereon, in addition to the existing security interests in and continuing liens upon the trademarks and trademark applications referenced in the 2012 Notice and the 2018 Addendum.

The undersigned Grantor and the Secured Party hereby acknowledge and agree that the liens and security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours, FLUIDMASTER, INC.,

a California corporation

By:   
Name: Robert Anderson Schorpe  
Title: Chairman and Chief Executive Officer

Acknowledged and Accepted:

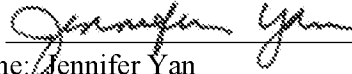
BANK OF AMERICA, N.A.,

a national banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,  
a national banking association

By:  \_\_\_\_\_  
Name: Jennifer Yan  
Title: Senior Vice President

SCHEDULE 1

**FLUIDMASTER, INC.**

**U. S. PENDING APPLICATIONS**

#	Mark/Class	Class	Application Number	Filed Date	Registration Number	Registration Date
1.	Soft Spa	Class 11	97/512,304	07/20/2022		