

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SFMTL, LLC		09/28/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Provident Bank		
Street Address:	5 Market Street		
City:	Amesbury		
State/Country:	MASSACHUSETTS		
Postal Code:	01913		
Entity Type:	Chartered Bank: MASSACHUSETTS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3974015	BACK2SCHOOL	
Registration Number:	5250336	HEALTHY SCHOOL KIDS	
Registration Number:	5245357	PARENT EXPRESS EMAIL	
Registration Number:	2536371	PTOTODAY	
Registration Number:	3952902	SCHOOL FAMILY MEDIA	
Registration Number:	3155301	FAMILY MOVIE NIGHT	
Registration Number:	4249016	SCHOOL FAMILY NIGHTS	
Registration Number:	3459953	JUMP IN!	
Registration Number:	3468484	VOLUNTEER BUILDER	
CORRESPONDENCE DATA			
Fax Number:	6174220383		
<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:	6174220200		
Email:	acs@bostonbusinesslaw.com		
Correspondent Name:	Brian F. Plunkett, Esq.		
Address Line 1:	155 Federal Street, 9th Floor		
Address Line 2:	Hackett Feinberg P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02110		

OP \$240.00 3974015

NAME OF SUBMITTER:	Brian F. Plunkett
SIGNATURE:	/Brian F. Plunkett/
DATE SIGNED:	10/10/2018
Total Attachments: 9 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif	

IP SECURITY AGREEMENT

This IP Security Agreement (this "Agreement"), dated as of September 28, 2018, is made by and between SFMTL, LLC, a Delaware limited liability company with an address at 100 Stonewell Boulevard, Suite #3, Wrentham, MA 01701 (the "Borrower"), and The Provident Bank, a Massachusetts Savings Bank, with an address of 5 Market Street, Amesbury, MA 01913 (the "Lender").

Recitals

A. Borrower and Lender are parties to a certain Credit Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which Lender may now or hereafter extend credit to or for the account of the Borrower.

B. As a condition to extending credit to or for the account of the Borrower, Lender has required the execution and delivery of this Agreement by the Borrower.

In consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" shall mean (A) all indebtedness of the Debtor to the Secured Party arising on or after the date hereof under the Credit Agreement, the Notes, and the other Loan Documents, both principal and interest, and any and all extensions, renewals, refinancings or refundings, in whole or in part, thereof, (B) all indebtedness of the Debtor to the Secured Party for reasonable fees and expenses arising in connection with the Loans including, without limitation, reasonable attorneys' fees and legal and other expenses paid or incurred by the Secured Party in connection with the collection of the amounts due hereunder or under the Loans, the Credit Agreement, the Notes, and the other Loan Documents, (C) all future advances made by the Secured Party for the protection or preservation of the Collateral or any portion thereof including, without limitation, advances for storage and transportation charges, taxes, insurance, repairs and the like, when and as the same become due, whether at maturity or by declaration, acceleration or otherwise, or, if now due, when payment thereof shall be demanded by the Secured Party; and (D) all other obligations and liabilities, of every kind and description, direct or indirect, absolute or contingent, due or to become due, regardless of how they arose or were acquired, now existing or hereafter arising by Debtor to Secured Party under the Loan Documents, including, without limitation, the obligations of Debtor to Secured Party (or its affiliates) with respect to any Bank Product Obligations (as defined in the Credit Agreement).

"Patents" means all of the Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Borrower’s right, title and interest in and to: (i) trademarks, service marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Borrower represents, warrants and agrees as follows:

(a) Patents. Exhibit A accurately lists all issued Patents and applications for Patents owned or controlled by the Borrower as of the date hereof with the United States Patent and Trademark Office. If after the date hereof, the Borrower owns, controls or has assigned to it any issued Patents or applications for Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Borrower shall promptly provide written notice to Lender with a replacement Exhibit A, which shall become part of this Agreement.

(b) Trademarks. Exhibit B accurately lists all registrations for Trademarks or pending applications for Trademarks owned or controlled by the Borrower as of the date hereof and accurately reflects the existence and status of the applications and registrations pertaining thereto as of the date hereof with the United States Patent and Trademark Office. If after the date hereof, the Borrower owns or controls any registrations for Trademarks or pending applications for Trademarks with the United States Patent and Trademark Office not listed on Exhibit B (other than common law marks)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks with the United States Patent and Trademark Office, then the Borrower shall promptly provide written notice to Lender with a replacement Exhibit B, which shall become part of this Agreement.

(c) Reserved.

(d) Title. The Borrower as identified as the owner of each Patent and Trademark on Exhibits A and B has title to each Patent and each Trademark listed thereon, free and clear of all Liens. The

Borrower (i) will have, at the time the Borrower acquires any rights in Patents or Trademarks hereafter arising, title to each such Patent or Trademark free and clear of all Liens (other than Permitted Liens), and (ii) will keep all Patents and Trademarks free and clear of all Liens (other than Permitted Liens).

(e) No Sale. The Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent, except if it is not economically practicable to maintain such Patents or Trademarks or at the end of the maximum statutory term.

(f) Defense. The Borrower will, at its own expense and using its reasonable business judgment, take commercially reasonable efforts to protect and defend the Patents and Trademarks against claims or demands of all Persons, other than those holding Permitted Liens and except as would not reasonably be expected, individually or in the aggregate, to materially and adversely affect the value of any Patents or Trademarks.

(g) Maintenance. The Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any issued Patent or registered Trademark necessary for the conduct of the Borrower's business, nor fail to file any required affidavit or renewal in support thereof except if it is not economically practicable to maintain such Patents or Trademarks or at the end of the maximum statutory term.

(h) Lender's Right to Take Action. If the Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives the Borrower written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), Lender may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure.

(i) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Borrower shall pay Lender on demand the amount of all reasonable, customary and documented costs and out-of-pocket expenses (including attorneys' fees and disbursements of outside counsel) reasonably incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) above or exercising its rights under Section 6.

(j) Power of Attorney. To facilitate Lender's taking action under subsection (i) above and exercising its rights under Section 6, the Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate as the attorney-in-fact of the Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Borrower under this Section 3, or, necessary for Lender, after an Event of Default has occurred which has not been waived in writing by the Lender, to enforce or use the Patents or Trademarks or to

grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Borrower's Use of the Patents and Trademarks. So long as no Event of Default has occurred which has not been waived in writing by the Lender and Lender has not delivered written notice during such an Event of Default revoking such right, the Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into.

5. Defaults. Each of the following occurrences shall constitute an event of default under this Agreement (herein called an "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it within any grace or cure period set forth in the Credit Agreement; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default which has not been waived in writing by the Lender, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Credit Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, the Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only in writing by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Borrower under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Lender shall not be obligated to preserve any rights the Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon

and inure to the benefit of the Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by the Borrower and delivered to Lender, and the Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the law of the Commonwealth of Massachusetts without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.


8. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON, ARISING FROM OR OUT OF, OR PERTAINING TO THIS AGREEMENT.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this IP Security Agreement as of the date first written above.

BORROWER:

SFMTL, LLC

By: 

Name: Charles Field

Title: Chief Executive Officer, President and Secretary

LENDER:

THE PROVIDENT BANK

By: 

Name: Paul Mansfield

Title: Assistant Vice President

EXHIBIT A

UNITED STATES ISSUED PATENTS

None

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
SUPPLY ORDERING SYSTEM	15 / 652 , 371	July 18 , 2017

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS AND SERVICE MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Back2School	3,974,015	June 7, 2011
Healthy School Kids	5,250,336	July 25, 2017
Parent Express Email	5,245,357	July 18, 2017
PTOToday	2,536,371	February 5, 2002
School Family Media	3,952,902	April 26, 2011
Family Movie Night	3,155,301	October 10, 2006
School Family Nights	4249016	November 27, 2012
Jump In!	3,459,953	July 8, 2008
Volunteer Builder	3,468,484	July 15, 2008

APPLICATIONS

None