

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREENOLOGY PRODUCTS, LLC		08/02/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cadence Bank, N.A.		
Street Address:	2800 Post Oak Boulevard		
Internal Address:	Suite 3800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3981819	GREENOLOGY	
Serial Number:	85506236	MEADOW BREEZE	
Registration Number:	3911612	GREENSHIELD	
Registration Number:	3819319	GREENSHIELD ORGANIC	
Registration Number:	3902094	GREENSHIELD	
Registration Number:	4294622	MOTHERLOAD LAUNDRY STATION	
Registration Number:	4294623	CONCENGREATED!	
Registration Number:	4294624	CONCENGREATED!	
Registration Number:	4294625	PERFECT PUMP	
Registration Number:	4297335	MOTHERLOAD	
Registration Number:	4472359	SOMETIMES ZERO IS WORTH A LOT	
Registration Number:	4723175	GREENSHIELD ORGANIC	
Registration Number:	4770364	LIVE, LOVE, ORGANIC!	
Registration Number:	4796814	ALL THE CLEAN WITHOUT THE MEAN!	
Registration Number:	4937611	ORGANIC THAT WORKS!	
Registration Number:	4970078	FRESH LINEN	
Registration Number:	4970079	COZY COTTON	
Registration Number:	4970187	AUTUMN RAIN	
TRADEMARK			

OP \$615.00 3981819

Property Type	Number	Word Mark
Registration Number:	4924247	FRESH MINT
Registration Number:	5060774	GREENSHIELD ESSENTIALS
Serial Number:	87497737	GO BY GREENSHIELD ORGANIC
Serial Number:	87535705	GO BY GREENSHIELD
Serial Number:	87677903	GO PURE BY GREENSHIELD
Serial Number:	87677917	GO PURE BY GREENSHIELD ORGANIC

CORRESPONDENCE DATA

Fax Number:

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: 7037125390
Email: mguidry@mcguirewoods.com
Correspondent Name: ADNAN A. QAZI
Address Line 1: 2000 McKinney Avenue
Address Line 2: SUITE 1400
Address Line 4: dALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	2076255-0022
NAME OF SUBMITTER:	Melissa Guidry
SIGNATURE:	/Melissa Guidry/
DATE SIGNED:	08/02/2019

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 2, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of CADENCE BANK, N.A., as the secured party hereunder (the “Secured Party”) for the benefit of the Secured Creditors (as defined in the Security Agreement).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Greenology Products, LLC, a Delaware limited liability company (“Greenology”, and together with each other Person who becomes a “Borrower” thereunder pursuant to Section 6.09 of the Credit Agreement, the “Borrowers”, and each a “Borrower”), Greenology Products Holdings, LLC, a Delaware limited liability company (“Parent”), as a Guarantor, and Cadence Bank, N.A. (“Lender”), the Lender has agreed to extend credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Pledge and Security Agreement dated as of the date hereof, in favor of the Secured Party (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to secure the repayment of the Secured Obligations (as defined in the Security Agreement) of the Grantors with a security interest in all or substantially all of such Grantor’s personal property; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Credit Agreement and to induce the Secured Party to extend credit thereunder, each Grantor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as security for the prompt and complete payment and performance of the Secured Obligations when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code or any similar provisions of other applicable laws), hereby grants to the Secured Party, for the benefit of the Secured Creditors, a continuing security interest in, a Lien (as defined in the Credit Agreement) upon, and a right of set off against, and hereby assigns to Secured Party, for the benefit of the Secured Creditors, as security, all of its right, title and interest in, to and under the following Collateral of such Grantor, excluding any Excluded Property, as defined in the Security Agreement (the “Trademark Collateral”):

(a) all of its Trademarks and all material Trademark licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Texas.

[SIGNATURE PAGE FOLLOWS]

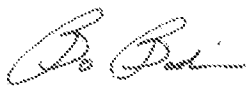
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

GREENOLOGY PRODUCTS, LLC

(as successor in interest to Greenology Products, Inc.),
as Grantor

By: GREENOLOGY PRODUCTS HOLDINGS, LLC,
its sole member

By: 
Name: Pat M. (Bo) Baskin, Jr.
Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

CADENCE BANK, N.A., as
Secured Party

By: _____
Name: Rachel Heath
Title: Vice President

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

GREENOLOGY PRODUCTS, LLC
(as successor in interest to Greenology Products, Inc.),
as Grantor

By: GREENOLOGY PRODUCTS HOLDINGS, LLC,
its sole member

By: _____
Name: Pat M. (Bo) Baskin, Jr.
Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

CADENCE BANK, N.A., as
Secured Party

By: 
Name: Rachel Heath
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Grantor's Trademark Registrations and Trademark Applications

TRADEMARKS:						
GREENOLOGY	U.S.	Registered	77/378,678	Jan 23, 2008	3981819	Jun 21, 2011
MEADOW BREEZE	U.S.	Pending	85/506,236	Dec 30, 2011		
GREENSHIELD (IC 003 and 005)	U.S.	Registered	77/666,235	Feb 9, 2009	3911612	Jan 25, 2011
GREENSHIELD ORGANIC (Logo Design)	U.S.	Registered	77/679,604	Feb 27, 2009	3819319	Jul 13, 2010
GREENSHIELD (IC 003)	U.S.	Registered	77/978,674	Feb 9, 2009	3902094	Jan 4, 2011
Customs Registration (US): GREENSHIELD (IC 003)	U.S.	Registered	TMK 11-00333		TMK1100333	Apr 4, 2011
Customs Registration (US): GREENSHIELD ORGANIC (logo design)	U.S.	Registered	TMK 11-00251		TMK1100251	Mar 23, 2011
MOTHERLOAD LAUNDRY STATION	U.S.	Registered	85/527,251	Jan 27, 2012	4294622	Feb 26, 2013
MEADOW BREEZE	U.S.	Pending	85/506,236	Dec 30, 2011		
CONCENGREATED	U.S.	Registered	85/527,276	Jan 27, 2012	4294623	Feb 26, 2013
CONCENGREATED (logo design)	U.S.	Registered	85/527,286	Jan 27, 2012	4294624	Feb 26, 2013
PERFECT PUMP (logo design)	U.S.	Registered	85/527,294	Jan 27, 2012	4294625	Feb 26, 2013
MOTHERLOAD (logo design)	U.S.	Registered	85/527,296	Jan 27, 2012	4297335	Mar 5, 2013
SOMETIMES ZERO IS WORTH A LOT	U.S.	Registered	85/822,326	Jan 14, 2013	4472359	Jan 21, 2014
GREENSHIELD	Hong Kong	Registered		Apr 7, 2011	301881009	Dec 20, 2011
GREENSHIELD ORGANIC	U.S.	Registered	86/377,207	Aug 26, 2014	4723175	Apr 21, 2015
LIVE, LOVE, ORGANIC!	U.S.	Registered	86/377,217	Aug 26, 2014	4770364	Jul 7, 2015
ALL THE CLEAN WITHOUT THE MEAN!	U.S.	Registered	86/413,732	Oct 3, 2014	4796814	Aug 18, 2015
ORGANIC THAT WORKS!	U.S.	Registered	86/413,735	Oct 3, 2014	4937611	Apr 12, 2016
FRESH LINEN	U.S.	Registered	86/559,192	Mar 10, 2015	4970078	May 31, 2016
COZY COTTON	U.S.	Registered	86/559,202	Mar 10, 2015	4970079	May 31, 2016
AUTUMN RAIN	U.S.	Registered	86/576,987	Mar 26, 2015	4970187	May 31, 2016
FRESH MINT	U.S.	Registered	86/576,989	Mar 26, 2015	4924247	Mar 22, 2016

[Schedule I to Trademark Security Agreement]

TRADEMARK
REEL: 006711 FRAME: 0662

GREENSHIELD ESSENTIALS (logo design)	U.S.	Registered	86/739,447	Aug 27, 2015	5060774	Oct 11, 2016
GO (logo design)	U.S.	Pending	87/497,737	Jun 20, 2017		
GO BY GREENSHIELD (logo design)	U.S.	Allowed	87/535,705	Jul 20, 2017		
Customs Registration (US): GREENSHIELD (IC 003 and 005)	U.S.	Registered	TMK 11-00293		TMK1100293	Mar 24, 2011
GO PURE BY GREENSHIELD (logo design)	U.S.	Pending	87/677,903	Nov 9, 2017		
GO PURE BY GREENSHIELD ORGANIC (logo design)	U.S.	Pending	87/677,917	Nov 9, 2017		

Trademark Licenses: None.

[Schedule I to Trademark Security Agreement]