

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RSC Bio Solutions, LLC		04/17/2020	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87091834	FUTERRA	
Registration Number:	5482809	FUTERRA	
Registration Number:	5459665	RSC BIO SOLUTIONS	
Registration Number:	2162456	ENVIROLOGIC	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	4044205527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal		
Address Line 1:	303 Peachtree Street, Suite 3600		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Kathleen O. Currey		
SIGNATURE:	/koc/		
DATE SIGNED:	04/22/2020		
Total Attachments: 5			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

April 17, 2020

WHEREAS, RSC BIO SOLUTIONS, LLC, a North Carolina limited liability company (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor, **BLUMENTHAL HOLDINGS, LLC**, a North Carolina limited liability company (“Holdings”), **BLUMENTHAL BRANDS INTEGRATED, LLC**, a North Carolina limited liability company (“Blumenthal Brands”), and **BLUMENTHAL BUSINESS SERVICES, LLC**, a North Carolina limited liability company (“Blumenthal Business”), and together with the Grantor, Holdings and Blumenthal Brands, collectively, the “Borrowers”) have entered into that certain Loan and Security Agreement, dated as of May 31, 2019 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Loan Agreement”) with Bank of America, N.A., in its capacity as lender (“Lender”) pursuant to which Lender has made certain commitments, subject to the terms and conditions set forth in the Loan Agreement, to extend certain credit facilities to the Borrowers; and

WHEREAS, in connection with the Loan Agreement, Grantor and Lender entered into that certain Trademark Security Agreement dated May 31, 2020 (the “Original Trademark Agreement”), pursuant to which Grantor granted to Lender a security interest in the Trademark Collateral as defined therein (the “Original Trademark Collateral”);

WHEREAS, Grantor has requested, for the convenience of the Borrowers and without any intention of effecting a repayment, novation or accord and satisfaction of the obligations, liens or other security interests under the Original Trademark Agreement, that Lender amend and restate the Original Trademark Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Loan Agreement, to evidence further the security interest granted by Grantor to Lender pursuant to the Loan Agreement, the parties agree to amend and restate the Original Trademark Agreement so that, as so amended and restated, it shall read as follows:

(a) Pursuant to the Original Trademark Agreement, the Loan Agreement, and the other Loan Documents (as defined in the Loan Agreement), Grantor previously granted to Lender a security interest in all of Grantor’s right, title and interest in and to the Original Trademark Collateral, and such security interest continues in effect as a duly perfected security interest in favor of Lender hereunder. Such security interest is hereby renewed and continued and shall remain in full force and effect as security for the Obligations (as defined in the Loan Agreement). All of the Obligations (including those in existence on the date hereof under the Loan Agreement) shall continue to be secured, without interruption, by such security interest granted in accordance with the Original Trademark Agreement and the other Loan Documents, as amended and restated hereby. Grantor hereby acknowledges, confirms and agrees that nothing herein shall nor is intended to (i) constitute a novation, accord and satisfaction, or discharge with respect to the Original Trademark Agreement or the other Loan Documents or (ii) operate as a waiver of any right, power or remedy of Lender under any Loan Document.

(b) Additionally, Grantor hereby grants to Lender a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”) to secure the Obligations (as defined in the Loan Agreement):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Trademark Security Agreement, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the 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.

GRANTOR: RSC BIO SOLUTIONS, LLC

By: 
Name: C. Michael Guggenheimer
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Lender

By: Steve Siravo

Name: **Steve Siravo**

Title: Senior Vice President

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
RSC Bio Solutions, LCC	FUTERRA	Pending as of May 2019	87091834
RSC Bio Solutions, LLC	FUTERRA	05/29/2018	5482809
RSC Bio Solutions, LLC	RSC BIO SOLUTIONS	05/01/2018	5459665
RSC Bio Solutions, LLC	ENVIROLOGIC	06/02/1998	2162456