

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blumenthal Brands Integrated, LLC		04/17/2020	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway, Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1601795	GUNK	
Registration Number:	4262147	GUNK IT CLEAN	
Registration Number:	3918648	SOLDER SEAL GUNK	
Registration Number:	4502850	TOUGH SERIES	
Registration Number:	3918647	SOLDER SEAL GUNK	
Registration Number:	3915794	SOLDER SEAL GUNK	
Registration Number:	0564393	SOLDER SEAL	
Registration Number:	0559085	SOLDER SEAL	
Registration Number:	1589644	ENGINE BRITE	
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		

CH \$240.00 1601795

SIGNATURE:	/KOC/
DATE SIGNED:	05/11/2020
Total Attachments: 10 source=Blumenthal - Trademark Agreement#page1.tif source=Blumenthal - Trademark Agreement#page2.tif source=Blumenthal - Trademark Agreement#page3.tif source=Blumenthal - Trademark Agreement#page4.tif source=Blumenthal - Trademark Agreement#page5.tif source=Blumenthal - Trademark Agreement#page6.tif source=Blumenthal - Trademark Agreement#page7.tif source=Blumenthal - Trademark Agreement#page8.tif source=Blumenthal - Trademark Agreement#page9.tif source=Blumenthal - Trademark Agreement#page10.tif	

TRADEMARK SECURITY AGREEMENT

April 17, 2020

WHEREAS, BLUMENTHAL BRANDS INTEGRATED, 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”), **RSC BIO SOLUTIONS, 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, Grantor has purchased certain intellectual property from Gunk LLC;

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, 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: BLUMENTHAL BRANDS INTEGRATED, LLC

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

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Lender

By: Steve Sirayo

Name: **Steve Sirayo**

Title: Senior Vice President

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

Registration	Mark	Registration No.	Class(es)
Argentina	GUNK	2681578	1
Argentina	GUNK	2681579	4
Argentina	GUNK	2810344	3
Argentina	ENGINE BRITE	2810343	3
Australia	SOLDER SEAL GUNK and Design	758162	1, 4, 17
Benelux	GUNK	0310698	3
Bolivia	GUNK	58780	4
Brazil	GUNK and Design	818206845	4
Canada	GUNK	UCA4401	3
Canada	GUNK and Design	TMA639696	3
Canada	SOLDER SEAL and Design	TMA187758	1, 4, 5, 6, 8, 11, 12, 17, 20
Canada	SOLDER SEAL TRADE MARK RADIATOR REPAIR R PATENTED and Design	TMDA42056	2, 5
Canada	A SOLDER SEAL TRANSEAL QUALITY PRODUCT and Design	TMA113205	1, 7, 12
Canada	TOP GUN	TMA392890	3
Canada	FAST BLAST	1906156	3
Canada	DUNK	TMA357001	12
Canada	ENGINE BRITE	TMA295745	3
Chile	GUNK and Design	1189605	1, 2, 3
China	THE GUNK LOGO	19612554	3
China	GUNK	9752196	1
China	GUNK	9752195	3
China	GUNK	9752244	4
China	THE GUNK LOGO	19612557	1
China	THE GUNK LOGO	19612551	4
China	SOLDER SEAL GUNK & Design	244502	4

注册人名称	注册内容	注册号	类别
China	SOLDER SEAL GUNK	6150769	1
China	钢壳 (GUNK in Chinese Characters)	19612553	3
China	钢壳 (GUNK in Chinese Characters)	19612556	1
China	钢壳 (GUNK in Chinese Characters)	19612550	4
China	THE GUNK LOGO AND GUNK (in Chinese Characters)	19612555	1
China	THE GUNK LOGO AND GUNK (in Chinese Characters)	19612552	3
Colombia	THE GUNK LOGO AND GUNK (in Chinese Characters)	19612549	4
Colombia	GUNK	165722	3
Colombia	GUNK	164822	4
Colombia	SOLDER SEAL	165721	4
Colombia	ENGINE BRITTE & Design	177443	3
Costa Rica	ENGINE BRITTE	96041	3
Costa Rica	GUNK and Design	96448	3
Costa Rica	GUNK and Design	95680	4
Dominican Republic	GUNK & Design	76389	1, 3
Dominican Republic	GUNK & Design	76255	4
Dominican Republic	ENGINE BRITTE	76393	1, 3
Ecuador	GUNK	3735	4
El salvador	SOLDER SEAL GUNK and Design	205Book127	
El salvador	SOLDER SEAL GUNK and Design	3Book127	
European Union	Solder seal Gunk and Design	008436511	1
France	Solder Seal GUNK and Design	98726738	1, 4
Germany	GUNK	DE902069	3
Greece	SOLDER SEAL GUNK and Design	F136881	1, 4
Hong Kong	SOLDER SEAL GUNK	200011602	1
Hong Kong	SOLDER SEAL GUNK	200101941	3

Country/Region	Trademark Description	Serial Number	Class
Hong Kong	速達賜康 (SOLDER SEAL GUNK Chinese Characters)	1997B10641	1
India	GUNK	702264	1
India	GUNK	701647	3
India	SOLDER SEAL and Design	639595	3
India	SOLDER SEAL and Design	619753	1
India	ENGINE BRITE	556511	3
International	SOLDER SEAL GUNK and Design	1037400	1
Ireland	GUNK	61949	3
Israel	SOLDER SEAL GUNK and Design	118714	4
Israel	SOLDER SEAL GUNK and Design	118715	1
Italy	gunk	0001531363	3
Japan	GUNK	2023212	
Jordan	SOLDER SEAL GUNK	111731	4
Jordan	SOLDER SEAL GUNK& Design	110889	1
Jordan	SOLDER SEAL GUNK/ Design	110890	3
Kuwait	SOLDER SEAL GUNK and Design	42396	4
Kuwait	SOLDER SEAL GUNK and Design	42397	1
Lebanon	SOLDER SEAL GUNK and Design	125773	1,3,4
Malaysia	SOLDER SEAL GUNK and Design	9050870	4
Malaysia	SOLDER SEAL GUNK and Design	9050869	3
Malaysia	SOLDER SEAL GUNK and Design	9050868	1
Mexico	GUNK	1340939	1
Mexico	GUNK	1275486	3
Mexico	GUNK	1390240	2
Mexico	SOLDER SEAL GUNK and Design	406353	4
Mexico	SOLDER SEAL GUNK and Design	408387	3
Mexico	GUNK	2047693	4
Mexico	GUNK & Design	2047694	4
Mexico	SOLDER SEAL GUNK and Design	414662	1

Country	Trademark	Class	Registration No.	Priority No.	Term
New Zealand	GUNK		65414		3
Nicaragua	GUNK and Design		2011092052		1
Norway	SOLDER SEAL GUNK		255315		1
Panama	GUNK and Design		81181		4
Panama	GUNK and Design		81178		3
Panama	ENGINE BRITTE and Design		81176		3
Peru	GUNK		P00012966		3
Peru	GUNK		P00012965		4
Peru	SOLDER SEAL GUNK and Design		P10101066		1
Peru	SOLDER SEAL		P00012964		1
Peru	ENGINE BRITTE		P00014143		3
Poland	SOLDER SEAL GUNK		94992		1, 2, 3
Poland	SOLDER SEAL GUNK and Design		129144		1, 4
Portugal	GUNK		118079		3
Republic of Korea	SOLDER SEAL GUNK and Design		4004871730000		1
Republic of Korea	SOLDER SEAL GUNK and Design		4004950750000		1, 2, 3
Republic of Korea	SOLDER SEAL GUNK and Design		4004753040000		4
Russian Federation	ENGINE BRITTE		175163		3
Russian Federation	GUNK		158249		1, 2, 3, 4
Russian Federation	SOLDER SEAL GUNK and Design		173527		1, 3, 4
Saudi Arabia	GUNK		33840		1
Saudi Arabia	GUNK		33842		4
Singapore	SOLDER SEAL GUNK & Design		T1006451J		1, 3, 4
South Africa	GUNK		731306		3
Spain	GUNK and Design		M2521273		4
Sweden	GUNK		199449		3
Switzerland	GUNK		2P-346039		3

Country	Product Name	Trademark No.	Class
Taiwan	GUNK	1155648	4
Taiwan	GUNK	1206272	2
Taiwan	GUNK	1201247	3
Taiwan	GUNK	1013953	1
Taiwan	GUNK 警 and Device	990034	12
Taiwan	SOLDER SEAL GUNK Device	738954	3
Taiwan	SOLDER SEAL GUNK Device	1103758	4
Taiwan	速達賜康(SOLDER SEAL GUNK In Chinese)	727164	1
Turkey	SOLDER SEAL GUNK & Design	2010 35462	1
United Arab Emirates	SOLDER SEAL GUNK and Design	28853	4
United Kingdom	GUNK	UK00003405221	4
United Kingdom	GUNK and Design	UK00003405225	4
United Kingdom	GUNK	1250489	3
United Kingdom	GUNK	574760	3
United States	GUNK and Design	1601795	3
United States	GUNK IT CLEAN	4262147	3
United States	SOLDER SEAL GUNK and Design	3918648	3
United States	TOUGH SERIES and Design	4502850	3
United States	SOLDER SEAL GUNK and Design	3918647	3
United States	SOLDER SEAL GUNK and Design	3915794	1
United States	SOLDER SEAL and Design	564393	35
United States	SOLDER SEAL and Design	559085	6
United States	ENGINE BRITE	1589644	3
Uruguay	GUNK	477179	1,3,4
Uruguay	SOLDER SEAL	273276	3,4
Venezuela	GUNK and Design	P187676	3

Country	Trademark	Registration No.	Class
Venezuela	GUNK and Design	P187672	1
Venezuela	ENGINE BRITE and Design	P187675	3
Vietnam	GUNK	304125	1, 2, 4
Vietnam	GUNK and Design	304485	1, 2, 4
Vietnam	GUNK	4-2018-05310	3
Vietnam	GUNK and Design	4-2018-05311	3

TRADEMARK

REEL: 006935 FRAME: 0904

RECORDED: 05/11/2020