

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793045

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hickory Springs Manufacturing Company		03/08/2023	Corporation: NORTH CAROLINA
HSM Transportation, LLC		03/08/2023	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	301 South College Street		
Internal Address:	5th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5586148	EASY TO REST, EASY TO RISE	
Registration Number:	5586150		
Registration Number:	5397369	INNOFOAM	
Registration Number:	6772879	INNOSHIELD	
Registration Number:	5397370	INNOTOUGH	
Registration Number:	5402633	INNO-WAVE	
Registration Number:	5586149	KALMIA	
Registration Number:	5600588	PARKS HEALTH PRODUCTS	
Registration Number:	5945290	PERFECT HEIGHT BED SYSTEM	
Registration Number:	6231606	FRP FOAM RUBBER PRODUCTS	
Registration Number:	4365645	POSITRAC	
Registration Number:	6042484	TFI TRIAD FABCO INDUSTRIES	
Registration Number:	2265998	THE C.E. WHITE CO.	
Registration Number:	6046746	TRIAD FABCO	
Registration Number:	6046747	TRIAD FABCO INDUSTRIES	
Serial Number:	90812659	INNO-FIT	

CH \$415.00 5586148

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: 6785534768
Email: slickerb@gtlaw.com
Correspondent Name: Brittiny Slicker
Address Line 1: 3333 Piedmont Road NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	103274.023700
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NAME OF SUBMITTER:	Brittiny Slicker
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SIGNATURE:	/Brittiny Slicker/
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DATE SIGNED:	03/09/2023
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 8th day of March, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 25, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Hickory Springs Manufacturing Company, as parent ("Parent"), and the Subsidiaries of Parent identified on the signature pages thereof (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower," and collectively, jointly and severally, as, the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent, and Wells Fargo, as lead arranger and book runner, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, each Grantor is a party to that certain Guaranty and Security Agreement, dated as of September 25, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of the Loan Parties, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND

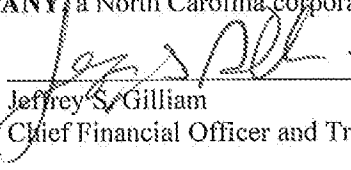
JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Continued on following page.]

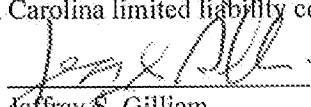
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HICKORY SPRINGS MANUFACTURING COMPANY a North Carolina corporation

By: 
Name: Jeffrey S. Gilliam
Title: Chief Financial Officer and Treasurer

HSM TRANSPORTATION, LLC,
a North Carolina limited liability company

By: 
Name: Jeffrey S. Gilliam
Title: Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: *Susan Carr*

Name: Susan Carr

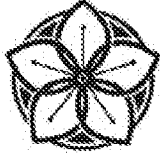
Title: Vice President

[HSM— TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 007997 FRAME: 0539**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Hickory Springs Manufacturing Company	United States	EASY TO REST, EASY TO RISE	5586148	10/16/2018
Hickory Springs Manufacturing Company	United States	Flower Logo 	5586150	10/16/2018
Hickory Springs Manufacturing Company	United States	INNO-FIT	90812659	7/6/2021
Hickory Springs Manufacturing Company	United States	INNOFOAM	5397369	2/6/2018
Hickory Springs Manufacturing Company	United States	INNOSHIELD	6772879	4/12/2022
Hickory Springs Manufacturing Company	United States	INNOTOUGH	5397370	2/6/2018
Hickory Springs Manufacturing Company	United States	INNO-WAVE	5402633	2/13/2018
Hickory Springs Manufacturing Company	United States	KALMIA	5586149	10/16/2018

Hickory Springs Manufacturing Company	United States	PARKS HEALTH PRODUCTS	5600588	11/6/2018
Hickory Springs Manufacturing Company	United States	PERFECT HEIGHT BED SYSTEM	5945290	12/24/2019
HSM Transportation, LLC	United States	FRP FOAM RUBBER PRODUCTS and Design 	6231606	12/29/2020
HSM Transportation, LLC	United States	POSITRAC	4365645	7/9/2013
HSM Transportation, LLC	United States	TFI TRIAD FABCO INDUSTRIES and Design 	6042484	4/28/2020
HSM Transportation, LLC	United States	THE C.E. WHITE CO.	2265998	8/3/1999
HSM Transportation, LLC	United States	TRIAD FABCO	6046746	5/5/2020
HSM Transportation, LLC	United States	TRIAD FABCO INDUSTRIES	6046747	5/5/2020

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.