

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869670

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MooreCo, Inc.		01/19/2024	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	BMO Bank N.A.		
Street Address:	320 S. Canal Street, 16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	3253477	SEATFLEX ERGONOMIC SEATING	
Registration Number:	4044191	ITEACH	
Registration Number:	4544104	GET UP STAND UP	
Registration Number:	3393401	WE'VE GOT YOUR BACK	
Registration Number:	3248852	REFLEX	
Registration Number:	5843471	MOORECO CONTRACT	
Registration Number:	5916093	MOOREPOWER	
Registration Number:	5698636	EM ESSENTIALS BY MOORECO	
Registration Number:	6892571	C	
Registration Number:	6335891	ENROLL	
Registration Number:	4194404	VISIONARY	
Registration Number:	4356437	RUBBER-TAK	
Registration Number:	6669404	ORBIT	
Registration Number:	4450215	INSIGHT	
Registration Number:	3491700	BALT	
Registration Number:	3916064	BR BEST-RITE	
Registration Number:	6380106	FROM RENDER TO REALITY	
Registration Number:	5892639	GROW STOOL	
Registration Number:	3876265	BALT	

OP \$1140.00 3253477

Property Type	Number	Word Mark
Registration Number:	3424318	ACROSS THE BOARD!
Registration Number:	6243635	M O
Registration Number:	6062728	CX CLASSROOM X
Registration Number:	7002849	H HIERARCHY BY MOORECO
Registration Number:	6022954	H
Registration Number:	3435690	SPINE ALIGN
Registration Number:	6153845	ACTIVE CLASSROOM
Registration Number:	5916005	ACTIVE ENVIRONMENTS
Registration Number:	4249089	SHAREWALL
Registration Number:	5843470	MOORECO
Registration Number:	6825853	AKT BY MOORECO
Registration Number:	1611265	BALT
Registration Number:	2914937	TRUE ADJUST
Registration Number:	2926231	SMART ONE
Registration Number:	3034026	NEW-RITE
Registration Number:	3089730	BEST-RITE
Registration Number:	3056919	THE BOARD OF EDUCATION
Registration Number:	3219945	EURO
Registration Number:	2292358	BEST-BITE
Registration Number:	2510836	WHEASEL
Registration Number:	3052715	DURA-RITE
Registration Number:	3052730	DURA-SAFE
Registration Number:	2257903	PROJECTION PLUS
Registration Number:	1981947	BEST-RITE
Serial Number:	88682078	THRIVE
Serial Number:	97552301	HIERARCHY

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,alyssa.mcleod@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 01/19/2024

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) dated as of January 19, 2024, is made by MooreCo, Inc., a Texas corporation (the “*Grantor*”) and BMO Bank N.A., a national banking association, as the “*Bank*” (in such capacity, for itself and on behalf of any of its Affiliates that are Credit Product Providers with respect to any Credit Product Obligations, the “*Secured Party*”).

Background

WHEREAS, Secured Party and the Grantor have entered into that certain Credit Agreement dated as of January 19, 2024 (such agreement, as hereafter amended, modified, supplemented or amended and restated from time to time, the “*Credit Agreement*”), pursuant to which the Secured Party shall make loans and other financial accommodations to the Grantor pursuant to the terms thereof;

WHEREAS, in connection with the Credit Agreement, the Grantor, M-Co Parent, Inc., a Delaware corporation, and Secured Party have entered into that certain Security Agreement dated as of January 19, 2024 (such agreement, together with all amendments and restatements thereto, the “*Security Agreement*”), pursuant to which the Grantor granted to Secured Party a security interest in, and lien on, substantially all of its assets; and

WHEREAS, the Credit Agreement and the Security Agreement require that the Grantor execute and deliver this Agreement and grant to Secured Party, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to (a) make Loans under the Credit Agreement and to extend other credit and financial accommodations under the Loan Documents, and (b) make financial accommodations under Credit Product Agreements, the Grantor hereby agrees with Secured Party, for its benefit, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement and the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance, as the case may be, in full of Secured Obligations, the Grantor hereby assigns to, and pledges and grants to Secured Party, a security interest in the entire right, title, and interest of the Grantor in and to all of the following property, whether now owned or hereafter acquired or existing (the “Trademark Collateral”):

- (a) All Trademarks referred to in Schedule 1 attached hereto;

(b) all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing; and

(c) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE (WITHOUT REFERENCE TO APPLICABLE RULES OF CONFLICTS OF LAWS), EXCEPT TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK; PROVIDED THAT SECURED PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

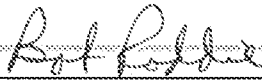
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

MOORECO, INC.

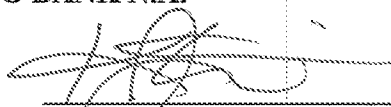
By: 

Name: Bob Roddie

Title: Chief Financial Officer

SECURED PARTY:

BMO BANK N.A.

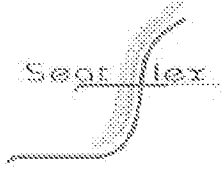


By: 
Name: Kyle J. Weiss
Title: Director




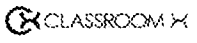
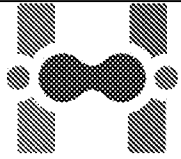

Signature page to
Trademark Security Agreement

TRADEMARK
REEL: 008321 FRAME: 0930


SCHEDULE 1
to Trademark Security Agreement

Trademarks

Trademark	Registration No.	Serial No.	Filing Date	Registration Date	Grantor
	3,253,477	78907800	June 14, 2006	June 19, 2007	MooreCo, Inc.
ITEACH	4,044,191	85209405	January 3, 2011	October 25, 2011	MooreCo, Inc.
GET UP STAND UP	4,544,104	85694253	August 2, 2012	June 3, 2014	MooreCo, Inc.
WE'VE GOT YOUR BACK	3,393,401	78933024	July 19, 2006	March 4, 2008	MooreCo, Inc.
REFLEX	3,248,852	77015737	October 6, 2006	June 5, 2007	MooreCo, Inc.
MOORECO CONTRACT	5,842,471	88281044	January 29, 2019	August 27, 2019	MooreCo, Inc.
MOOREPOWER	5,916,093	88079652	August 15, 2018	November 19, 2019	MooreCo, Inc.
	5,698,636	87704931	December 1, 2017	March 12, 2019	MooreCo, Inc.
	6,892,571	90860890	August 2, 2021	November 8, 2022	MooreCo, Inc.
ENROLL	6,335,891	88594465	August 27, 2019	April 27, 2021	MooreCo, Inc.
VISIONARY	4,194,404	85513133	January 10, 2012	August 21, 2012	MooreCo, Inc.
RUBBER-TAK	4,356,437	85597235	April 13, 2012	June 25, 2013	MooreCo, Inc.
ORBIT	6,669,404	90199271	September 22, 2020	March 15, 2022	MooreCo, Inc.
INSIGHT	4,450,215	85812455	December 28, 2012	December 17, 2013	MooreCo, Inc.

BALT	3,491,700	77313268	October 25, 2007	August 26, 2008	MooreCo, Inc.
	3,916,064	77967589	March 24, 2010	February 8, 2011	MooreCo, Inc.
FROM RENDER TO REALITY	6,380,106	90257217	October 15, 2020	June 8, 2021	MooreCo, Inc.
GROW STOOL	5,892,639	88079631	August 15, 2018	October 22, 2019	MooreCo, Inc.
	3,876,265	77967570	March 24, 2010	November 16, 2010	MooreCo, Inc.
ACROSS THE BOARD!	3,424,318	7875933	November 21, 2005	May 6, 2008	MooreCo, Inc.
	6,243,635	88953673	June 8, 2020	January 12, 2021	MooreCo, Inc.
	6,062,728	88594361	August 27, 2019	May 26, 2020	MooreCo, Inc.
 HIERARCHY <small>by MESSID Co</small>	7,002,849	88594912	August 27, 2019	March 21, 2023	MooreCo, Inc.
	6,022,954	88594924	August 27, 2019	March 31, 2020	MooreCo, Inc.
SPINE ALIGN	3,435,690	77300995	October 10, 2007	May 27, 2008	MooreCo, Inc.

ACTIVE CLASSROOM	6,153,845	88037163	July 13, 2018	September 15, 2020	MooreCo, Inc.
ACTIVE ENVIRONMENTS	5,916,005	88058987	July 31, 2018	November 19, 2019	MooreCo, Inc.
SHAREWALL	4,249,089	85513131	January 10, 2012	November 27, 2012	MooreCo, Inc.
MOORECO	5,843,470	88281026	January 29, 2019	August 27, 2019	MooreCo, Inc.
 BY MOORECO	6,825,853	90860866	August 2, 2021	August 23, 2022	MooreCo, Inc.
BALT	1,611,265	73815449	July 28, 1989	August 28, 1990	MooreCo, Inc.
TRUE ADJUST	2,914,937	76512166	May 6, 2003	December 28, 2004	MooreCo, Inc.
SMART ONE	2,926,231	76547184	September 26, 2003	February 15, 2005	MooreCo, Inc.
NEW-RITE	3,034,026	76623418	December 6, 2004	December 27, 2005	MooreCo, Inc.
BEST-RITE	3,089,730	78557714	February 1, 2005	May 9, 2006	MooreCo, Inc.
THE BOARD OF EDUCATION	3,056,919	76609935	September 2, 2004	February 7, 2006	MooreCo, Inc.
EURO	3,219,945	78869952	April 26, 2006	March 20, 2007	MooreCo, Inc.
BEST-BITE	2,292,358	75497753	June 8, 1998	November 16, 1999	MooreCo, Inc.
WHEASEL	2,510,836	75504071	June 17, 1998	November 20, 2001	MooreCo, Inc.
DURA-RITE	3,052,715	76623412	December 6, 2004	January 31, 2006	MooreCo, Inc.
DURA-SAFE	3,052,730	76624547	December 14, 2004	January 31, 2006	MooreCo, Inc.
PROJECTION PLUS	2,257,903	75348554	August 28, 1997	June 29, 1999	MooreCo, Inc.
BEST-RITE	1,981,947	74546208	July 6, 1994	June 25, 1996	MooreCo, Inc.
Andoa	Pending	97898663	N/A	April 20, 2023	MooreCo, Inc.

	Pending	88682078	N/A	November 6, 2019	MooreCo, Inc.
HIERARCHY	Pending	97552301	N/A	August 17, 2022	MooreCo, Inc.