

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM363049

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MarketLab, Inc.		11/09/2015	CORPORATION: MICHIGAN
Hopkins Uniform Company		11/09/2015	CORPORATION: MARYLAND
Sharn, Inc.		11/09/2015	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Regions Bank		
<b>Street Address:</b>	150 4th Avenue North		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37219		
<b>Entity Type:</b>	CORPORATION: ALABAMA		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2414974	MARKETLAB	
<b>Registration Number:</b>	2097744	CRYSTALINE	
<b>Registration Number:</b>	4289052	SHARN	
<b>Registration Number:</b>	3949630	HOPKINS MEASURE MAT II	
<b>Registration Number:</b>	3633564	DISPOTEMP	
<b>Registration Number:</b>	3710803	D-LITEFUL SCALE	
<b>Registration Number:</b>	3720441	EASY READER	
<b>Registration Number:</b>	3720442	E-Z CARRY PORTABLE DIGITAL SCALE	
<b>Registration Number:</b>	4512826	FEATHERWEIGHT BABY SCALE	
<b>Registration Number:</b>	4460380	HARD TO FIND TOOLS FOR HEALTHCARE PROFES	
<b>Registration Number:</b>	4683760	HOPKINS	
<b>Registration Number:</b>	1751682	HOPKINS	
<b>Registration Number:</b>	4351923	HOPKINS EZ VIEW MED BAG	
<b>Registration Number:</b>	4455184	HOPKINS EZ VIEW ROLLING MED BAG	
<b>Registration Number:</b>	3912639	HOPKINS MEDICAL PRODUCTS	
<b>Registration Number:</b>	4322471	"QUALITY PRODUCTS FOR QUALITY CARE"	
<b>Registration Number:</b>	3633571	RITE-HITE MECHANICAL STADIOMETER	

OP \$490.00 2414974

Property Type	Number	Word Mark
Registration Number:	3633572	ROAD ROD
Registration Number:	4512130	THE WAVE

# **CORRESPONDENCE DATA**

**Fax Number:** 4048817777

*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:** 404-881-7000

**Email:** angie.wicker@alston.com

**Correspondent Name:** Nadya Munasifi Sand

**Address Line 1:** 1201 West Peachtree Street

**Address Line 4:** Atlanta, GEORGIA 30309

<b>NAME OF SUBMITTER:</b>	Nadya Munasifi Sand
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<b>SIGNATURE:</b>	/Nadya Munasifi Sand/
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<b>DATE SIGNED:</b>	11/19/2015
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## **Total Attachments: 8**

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AMENDED AND RESTATED GRANT OF SECURITY INTEREST  
(PATENTS AND TRADEMARKS)

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November 9, 2015

AMENDED AND RESTATED GRANT OF SECURITY INTEREST (PATENTS AND TRADEMARKS) (this "Agreement"), dated as of the date hereof, by MARKETLAB, INC., a Michigan corporation ("MarketLab"), HOPKINS UNIFORM COMPANY, a Maryland corporation ("Hopkins"), and SHARN, INC., a Florida corporation ("Sharn"), and together with MarketLab and Hopkins, collectively, the "Grantors", and each, a "Grantor", in favor of REGIONS BANK, as Administrative Agent (the "Grantee") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of dated as of June 24, 2011 by and among certain of the Grantors, Grantee and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Existing Credit Agreement"), Grantee and Lenders agreed to make Loans and to issue Letters of Credit for the benefit of the Borrower (as defined in the Existing Credit Agreement).

WHEREAS, certain of the Grantors previously executed and delivered to Grantee, for itself and the ratable benefit of the Lenders and (to the extent provided therein) their Affiliates (a) that certain Guarantee and Collateral Agreement, dated as of June 24, 2011 between certain of the Grantors and Grantee (as amended, restated, modified, extended, renewed, replaced, supplemented and/or refinanced from time to time, the "Existing Security Agreement"), (b) that certain Grant of Security Interest (Patents and Trademarks) dated as of June 24, 2011 between certain of the Grantors and Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "MarketLab Agreement"), and (c) that certain Grant of Security Interest (Patents and Trademarks) dated as of November 2, 2012 between certain of the Grantors and Grantee, recorded with the United States Patent and Trademark Office on November 7, 2012 at Reel/Frame 004895/0785, (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Sharn Agreement", and together with the MarketLab Agreement, collectively, the "Existing Patents and Trademarks Security Agreements");

WHEREAS, certain of the Grantors, Grantee and the Lenders concurrently are entering into that certain Amended and Restated Credit Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, Grantee and Lenders are willing to amend and restate the Existing Credit Agreement and are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have agreed to amend and restate the Existing Security Agreement and pursuant thereto shall have executed and delivered to Grantee, for itself and the ratable benefit of Lenders and (to the extent provided therein) their Affiliates, that certain Amended and Restated Guarantee and Collateral Agreement by and among the Grantors, the other grantors from time to time party thereto and the Grantee, dated as of November 9, 2015 (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"); and

WHEREAS, as a condition to Grantee and Lenders entering into the Credit Agreement, and pursuant to the Guarantee Collateral Agreement, Grantors have agreed to amend and restate the Existing Patents and Trademarks Security Agreements as set forth herein;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MarketLab, with principal offices at 6850 Southbelt Drive, SE, Caledonia, Michigan 49316, Hopkins, with principal offices at 5 Greenwood Place, Baltimore, MD 21208, and SHARN, Inc., with principal offices at George Road Business Park, 4517 George Road, Suite 200, Tampa, Florida 33634, each hereby assigns and grants to Grantee, with principal offices at 150 4th Avenue North, Nashville, Tennessee 37219, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (excluding any "intent-to-use" trademark applications for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted)) (the "Marks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the patents and patent applications (the "Patents") set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Guarantee and Collateral Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Guarantee and Collateral Agreement.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern. This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

THIS AGREEMENT AND THE RIGHTS AND SECURED OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF EXCEPT FOR SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NON-PERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

THIS AGREEMENT AMENDS AND RESTATES IN ITS ENTIRETY THE EXISTING PATENTS AND TRADEMARKS SECURITY AGREEMENTS. THE PARTIES DO NOT INTEND THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY TO BE, AND THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL NOT BE CONSTRUED TO BE, A NOVATION OF ANY OF THE OBLIGATIONS OWING BY ANY GRANTOR UNDER OR IN CONNECTION WITH THE EXISTING PATENTS AND TRADEMARKS SECURITY AGREEMENTS, THE EXISTING CREDIT AGREEMENT OR ANY OF THE OTHER

LOAN DOCUMENTS (AS DEFINED THEREIN). THE PARTIES AGREE THAT: (A) ALL OF THE LOAN DOCUMENTS NOT OTHERWISE TERMINATED OR AMENDED AND/OR RESTATED IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THIS AGREEMENT OR THE CREDIT AGREEMENT CONSTITUTE, AND SHALL BE DEEMED TO BE, LOAN DOCUMENTS; (B) ALL SUCH LOAN DOCUMENTS REMAIN IN FULL FORCE AND EFFECT; AND (C) ANY REFERENCE TO THE EXISTING SECURITY AGREEMENT IN ANY SUCH LOAN DOCUMENTS SHALL BE DEEMED TO BE A REFERENCE TO THIS AGREEMENT.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

MARKETLAB, INC., as a Grantor

By: Eugene Babcock  
Name: Eugene Babcock  
Title: Chief Executive Officer, Secretary and Treasurer

HOPKINS UNIFORM COMPANY, as a Grantor

By: Eugene Babcock  
Name: Eugene Babcock  
Title: Chief Executive Officer, Secretary and Treasurer

SHARN, INC., as a Grantor

By: Eugene Babcock  
Name: Eugene Babcock  
Title: Chief Executive Officer, Secretary and Treasurer

[Signatures Continue on Next Page]

REGIONS BANK,  
as Administrative Agent, as Grantee

By: Leslie Pack  
Name: Leslie Pack  
Title: Director

Schedule A

TRADEMARKS

<b>MARK</b>	<b>COUNTRY/ STATE</b>	<b>APP NO./ REG. NO.</b>	<b>FILING DATE/REG. DATE</b>	<b>STATUS</b>	<b>CURRENT OWNER</b>
MARKETLAB	United States	2,414,974	12/26/2000	Registered	MarketLab, Inc.
CRYSTALINE	United States	2097744	September 16, 1997	Registered	SHARN, Inc.
HOPKINS MEASURE MAT II	United States	3949630	October 3, 2008/April 26, 2011	Registered	Hopkins Uniform Company
SHARN	United States	4,289,052	2/12/2013	Registered	Sharn, Inc.
DISPOTEMP	United States	3633564	6/9/2009	Registered	Hopkins Uniform Company
D-LITEFUL SCALE	United States	3710803	11/17/2009	Registered	Hopkins Uniform Company
EASY READER	United States	3720441	12/8/2009	Registered	Hopkins Uniform Company
E-Z CARRY PORTABLE DIGITAL SCALE	United States	3720442	12/8/2009	Registered	Hopkins Uniform Company
FEATHERWEIGHT BABY SCALE	United States	4512826	4/8/2014	Registered	Hopkins Uniform Company
HARD TO FIND TOOLS FOR HEALTHCARE PROFESSIONALS	United States	4460380	1/7/2014	Registered	Hopkins Uniform Company
HOPKINS	United States	4683760	11/25/2015	Registered	Hopkins Uniform Company
HOPKINS (typed drawing)	United States	1751355	2/9/1993	Registered	Hopkins Uniform Company
HOPKINS (Typed Drawing)	United States	1751682	2/9/1993	Registered	Hopkins Uniform Company
HOPKINS EZ VIEW MED BAG	United States	4351923	6/18/2013	Registered	Hopkins Uniform Company
HOPKINS EZ VIEW ROLLING MED BAG	United States	4455184	12/24/2013	Registered	Hopkins Uniform Company
HOPKINS MEDICAL PRODUCTS	United States	3912639	2/1/2011	Registered	Hopkins Uniform Company
"QUALITY PRODUCTS FOR QUALITY CARE"	United States	4322471	4/23/2013	Registered	Hopkins Uniform Company
RITE-HITE MECHANICAL STADIOMETER	United States	3633571	6/9/2009	Registered	Hopkins Uniform Company
ROAD ROD	United States	3633572	6/9/2009	Registered	Hopkins Uniform Company
THE WAVE	United States	4512130	4/8/2014	Registered	Hopkins Uniform Company



TRADEMARK APPLICATIONS

NONE.

Schedule B

REGISTERED PATENTS

<b>PATENT</b>	<b>COUNTRY</b>	<b>PATENT/PUB NUMBER</b>	<b>ISSUE/PUB DATE</b>	<b>STATUS</b>	<b>OWNER</b>
GENERAL MEASURING SYSTEM WITH INFANT MEASURING APPARATUS	US	8,151,478	04/10/2012	Issued	Hopkins Uniform Company

PATENT APPLICATIONS

NONE.