

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morris Products, Inc.		07/21/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	BMO Harris Bank, N.A.		
Street Address:	111 West Monroe Street, 20th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
Name:	Goldman Sachs BDC, Inc.		
Street Address:	One American Lane		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06831		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3310584	M MORRIS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Rachel Boyd		
SIGNATURE:	/Rachel Boyd/		

OP \$40.00 3310584

DATE SIGNED:	07/22/2016
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Total Attachments: 7

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- source=Morris Products Trademark#page2.tif
- source=Morris Products Trademark#page3.tif
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- source=Morris Products Trademark#page6.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Morris Products, Inc.

- Individual(s)
- Partnership
- Corporation- State: New York
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 21, 2016

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BMO Harris Bank, N.A. (see additional sheet)

Street Address: 111 West Monroe Street, 20th Floor

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) _____ Text _____

77026756

B. Trademark Registration No. (s) _____

3310584

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

M. Morris (Word Mark)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nicole Kroner

Internal Address: _____

Street Address: c/o DiversiTech Corporation
6650 Sugarloaf Parkway, #100

City: Duluth

State: GA Zip: 30097

Phone Number: 678.542.3600 x1005

Docket Number: _____

Email Address: nkroner@diversitech.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Rachel Boyd
Signature

07/22/2016

Date

Rachel Boyd

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional Sheet:

2. Name and address of receiving party(ies) (Continued):

Name: Goldman Sachs BDC, Inc.
Street Address: One American Lane
City: Greenwich
State: Connecticut
Zip: 06831
x Corporation Citizenship: Delaware

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT OR ANY SECOND LIEN CLAIMHOLDER (AS DEFINED IN THE INTERCREDITOR AGREEMENT (AS DEFINED BELOW)) HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF MAY 19, 2015 (AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO INTERCREDITOR AGREEMENT, DATED AS OF JANUARY 28, 2016, AND AS FURTHER AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG BMO HARRIS BANK N.A., AS FIRST LIEN AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT), GOLDMAN SACHS BDC, INC., AS SECOND LIEN AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT), EACH ADDITIONAL FIRST LIEN REPRESENTATIVE (AS DEFINED IN THE INTERCREDITOR AGREEMENT) AND ADDITIONAL SECOND LIEN REPRESENTATIVE (AS DEFINED IN THE INTERCREDITOR AGREEMENT) FROM TIME TO TIME PARTY THERETO, AND ACKNOWLEDGED BY THE GRANTORS (AS DEFINED THEREIN) AND OTHER PERSONS FROM TIME TO TIME PARTY THERETO. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT WILL CONTROL.

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of July 21, 2016, between the signatory hereto (the "Grantor") in favor of GOLDMAN SACHS BDC, INC., as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

RECITALS:

WHEREAS, reference is made to that certain Second Lien Guarantee and Collateral Agreement, dated as of May 19, 2015 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired,

excluding, however, any of the following that is an Excluded Asset (collectively, the "Intellectual Property Collateral"):

All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

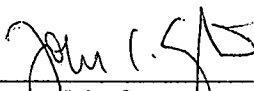
SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

MORRIS PRODUCTS, INC.,
as Grantor

By: 
Name: John Straus
Title: Vice President and Treasurer

[SIGNATURE PAGE TO SECOND LIEN IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005837 FRAME: 0676

GOLDMAN SACHS BDC, INC.,
as Collateral Agent




By: _____

Name: Brendan McGovern
Title: Authorized Signatory

Schedule 1

Trademarks

Trademark	Application Number	Filing Date	Registration Number	Registration Date
 MORRIS	77026756	10/23/2006	3310584	10/16/2007