

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400247

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHEMSTAR CORP.		09/16/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	SYNOVUS BANK		
Street Address:	3280 Peachtree Road		
Internal Address:	5th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Bank organized under the laws of the State of Georgia: GEORGIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3468506	STERILOX	
Registration Number:	4269182	FLORAFRESH	
Registration Number:	4095591	FLORAFRESH	
Registration Number:	4760863	PRODUCEFRESH	
Registration Number:	4549231	PRODUCEFRESH	
Registration Number:	4600060	SAFEMIST	
Registration Number:	3319511	ACTIVE ICE	
Serial Number:	86874092	CHEMSTAR	
Serial Number:	86874090	CHEMSTAR	
Serial Number:	87052019	PRODUCE MAXX	
Serial Number:	87051155	PRODUCE MAXX	
CORRESPONDENCE DATA			
Fax Number:	4046856929		
<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:	404-815-3924		
Email:	cthornton@sgrlaw.com, mbedsole@sgrlaw.com		
Correspondent Name:	COURTNEY ADAMS THORNTON		
Address Line 1:	1230 Peachtree Street, N.E.		

TRADEMARK

Address Line 2: Suite 3100 - Promenade
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Courtney Adams Thornton

SIGNATURE: /COURTNEY ADAMS THORNTON/

DATE SIGNED: 09/29/2016

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of September 16, 2016, is made by and among **CHEMSTAR CORP.**, a corporation organized under the laws of the State of Florida and having an office at 120 Interstate West Parkway, Suite 100, Lithia Springs, Georgia 30122 (the “**Borrower**”), and **SYNOVUS BANK**, a bank organized and existing under the laws of the State of Georgia, and having an office at 3280 Peachtree Rd., 5th Floor, Atlanta, GA 30305 (the “**Bank**”).

RECITALS:

The Borrower has entered into a Credit and Security Agreement dated as of September 16, 2016 (the “**Credit Agreement**”), with the Bank.

Under the terms of the Credit Agreement, the Borrower has granted to the Bank a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this Trademark Security Agreement for recording with, as appropriate, U.S. state, U.S. federal, and international government authorities and agencies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees with the Bank as follows:

1. Grant of Security. The Borrower hereby pledges and grants to the Bank a security interest in and to all of the right, title, and interest of the Borrower in, to, and under the following (the “**Trademark Collateral**”):

(a) the trademark registrations, applications, and Internet domain name registrations set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all resulting registrations, extensions, and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Borrower authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Bank.

3. Representations, Warranties, and Covenants. The Borrower hereby covenants and agrees to prosecute diligently and maintain the Trademarks in full force and effect until all of the Obligations, as defined in the Credit Agreement (the “**Obligations**”), are indefeasibly paid and satisfied in full; provided, that, the Borrower may abandon any such applications or registrations upon receipt of the written consent of the Bank, which consent will not be unreasonably withheld or delayed. Any reasonable expenses incurred in connection with prosecuting and maintaining the Trademarks shall be borne exclusively by the Borrower.

The Borrower represents, warrants, and covenants to the Bank that:

(a) The registrations and applications for the Trademarks are subsisting and have not been rejected, adjudged invalid or unenforceable;

(b) The Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, as used in its business, and each of the Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges (except for the security interest the Borrower is granting the Bank hereunder), assignments, licenses (except for the license of U.S. Trademark Registration No. 3,468,506 to PuriCore, Inc. according to the terms of the Trademark License Agreement, to be dated on or about September 19, 2016, between the Borrower, as licensor, and PuriCore, Inc., as licensee, and any licenses to affiliates of the Borrower, licenses or sublicenses to franchisees and licenses granted in the ordinary course with respect to marketing, sponsorships or other business activities) and covenants by the Borrower not to sue third persons;

(c) The Borrower has the unqualified right, power and authority to enter into this Trademark Security Agreement and perform its terms;

(d) The Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a material adverse effect on the Borrower or its property;

(e) The Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks; and

(f) The Borrower has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and hereby grants to the Bank and its employees and agents the right (with no obligation of any kind upon the Bank to do so) to visit the Borrower’s affiliates, franchises or management locations and to inspect the use of the Trademarks and quality control records relating thereto at reasonable times during regular business hours to ensure the Borrower’s compliance with this paragraph 3(f).

The Borrower further covenants that:

(g) Until all the Borrower’s Obligations are indefeasibly paid and satisfied in full, the Borrower will not enter into any agreement, including license agreements or options, which are inconsistent with the Borrower’s obligations under this Trademark Security Agreement or the Obligations or which restrict or impair the Bank’s rights hereunder;

(h) Until all of the Obligations are indefeasibly paid and satisfied in full, the Borrower will not sell, grant any option, assign, or further encumber its rights and interest in the

Trademarks to any entity or person other than the Bank without the prior written consent of the Bank; and

(i) If the Borrower acquires rights to any new Internet domain name registrations or trademark registrations, or files any new applications for trademark registrations, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. The Borrower shall give the Bank prompt written notice thereof along with an amended **Schedule 1**.

4. Enforcement. The Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if the Borrower reasonably deems it necessary, be joined as a nominal party to such suit if the Bank shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. The Borrower shall promptly, upon demand, reimburse and indemnify the Bank for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by the Bank in the fulfillment of the provisions of this paragraph.

5. Default. Upon the occurrence of a Default (as defined in the Credit Agreement), the Bank may, without any obligation to do so, complete any obligation of the Borrower hereunder, in the Borrower's name or in the Bank's name, but at the expense of the Borrower, and may exercise from time to time all rights and remedies set forth in the Credit Agreement, including all rights and remedies of a secured party under the Uniform Commercial Code of Georgia and other applicable law.

6. Waiver. No course of dealing between the Borrower and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of the Bank's rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement, or by any other future agreements between the Borrower and the Bank or by law, shall be cumulative and may be exercised singularly or concurrently.

7. Credit Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Borrower with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

8. Execution in Counterparts. This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tiff" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

9. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Georgia

without giving effect to any choice or conflict of law provision or rule (whether of the State Georgia or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

CHEMSTAR CORP.

By: 

Name: Dan Barney

Title: Chief Executive Officer

Address for Notices:

Chemstar Corp.

120 Interstate West Parkway, Suite 100

Lithia Springs, GA 30122

AGREED TO AND ACCEPTED:

BANK:

SYNOVUS BANK

By: _____

Name: Bradley C. Beard

Title: Senior Vice President

Address for Notices:

Synovus Bank

Corporate Banking

3280 Peachtree Rd., 5th Floor

Atlanta, GA 30305

IN WITNESS WHEREOF, the Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

CHEMSTAR CORP.

By: _____

Name: Dan Barney

Title: Chief Executive Officer

Address for Notices:

Chemstar Corp.

120 Interstate West Parkway, Suite 100

Lithia Springs, GA 30122

AGREED TO AND ACCEPTED:

BANK:

SYNOVUS BANK

By: 

Name: Bradley C. Beard

Title: Senior Vice President

Address for Notices:

Synovus Bank

Corporate Banking

3280 Peachtree Rd., 5th Floor

Atlanta, GA 30305

SCHEDULE 1

U.S. TRADEMARK REGISTRATIONS

Serial No.	Registration No.	Mark
76/977,484	3,468,506	STERILOX
85/416,655	4,269,182	FLORAFRESH
85/256,932	4,095,591	FLORAFRESH
86/017,281	4,760,863	PRODUCEFRESH & Design
86/017,303	4,549,231	PRODUCEFRESH & Design
86/059,315	4,600,060	SAFEMIST & Design
78/444,404	3,319,511	ACTIVE ICE

U.S. TRADEMARK APPLICATIONS

Serial No.	Registration No.	Mark
86/874,092	NONE	CHEMSTAR
86/874,090	NONE	CHEMSTAR
87/052,019	NONE	PRODUCE MAXX
87/051,155	NONE	PRODUCE MAXX & Design

INTERNATIONAL TRADEMARK REGISTRATIONS

Serial No.	Registration No.	Mark	Country
1543409	TMA906020	FLORAFRESH	Canada
IR 1119781	1119781	FLORAFRESH	International Register
1667005	TMA929065	SAFEMIST & Design	Canada

INTERNATIONAL TRADEMARK APPLICATIONS

Serial No.	Registration No.	Mark	Country
1951-2016	NONE	CHEMSTAR	Ecuador
1852-2016	NONE	CHEMSTAR	Ecuador
1786062	NONE	PRODUCE MAXX	Canada

1786067	NONE	PRODUCE MAXX & Design	Canada
1660506	NONE	PRODUCEFRESH & Design (black & white)	Canada
1660507	NONE	PRODUCEFRESH & Design (color)	Canada

INTERNET DOMAIN NAME REGISTRATIONS

Sterilox.info
Sterilox.net
Sterilox.org
Sterilox.com
Steriloxfresh.com
Steriloxfresh.net
Steriloxfresh.org
Steriloxtechnologies.com
Sterilytics.com
Sterilytics.net
Florafresh.com
Florafresh.biz
Florafresh.info
Florafresh.me
Florafresh.mobi
Florafresh.net
Florafresh.org
Florafresh.us