

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420797

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Security Agreement		
RESUBMIT DOCUMENT ID:	900396902		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NHance, Inc.		03/02/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4772511	RETHINK REFINISHING	
Registration Number:	4714897	N-HANCE	
Registration Number:	4440018	LIGHTSPEED	
Registration Number:	3636605	NO DUST. NO MESS. NO ODOR.	
Registration Number:	2960385	NHANCE	
Registration Number:	2902117	NHANCE	
Registration Number:	2851256	NHANCE	
Registration Number:	2583743	NHANCE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Andrea Gniadek, Project Assistant		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Andrea Gniadek		

SIGNATURE:	/Michael Barys/
DATE SIGNED:	03/23/2017
Total Attachments: 7 source=Scanned from a Xerox multifunction device#page1.tif source=Scanned from a Xerox multifunction device#page2.tif source=Scanned from a Xerox multifunction device#page3.tif source=Scanned from a Xerox multifunction device#page4.tif source=Scanned from a Xerox multifunction device#page5.tif source=Scanned from a Xerox multifunction device#page6.tif source=Scanned from a Xerox multifunction device#page7.tif	

TRADEMARK COLLATERAL AGREEMENT

This 2nd day of March, 2017, NHance, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 124 12th Avenue South, Nashville, Tennessee 37203, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure performance of all Secured Obligations as set out in that certain Security Agreement dated as of September 7, 2011 by and among Debtor, the other Debtors thereto and Agent (such Security Agreement as the same may be amended, supplemented, restated, or modified from time to time being referred to herein as the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations.

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the internal laws of the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NHANCE, INC.

By 
Name: Daniel Tarantin
Title: President

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement -- NHance, Inc.]


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NHANCE, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.



BANK OF MONTREAL, as Agent

By 
Name: Brian Boczkowski
Title: Managing Director

[Signature Page to Trademark Collateral Agreement -- NHance, Inc.]

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
RETHINK REFINISHING	US	8645185 5	11/12/2014	477251 1	7/14/2015
N-HANCE	US	8621889 7	3/12/2014	471489 7	4/7/2015
LIGHTSPEED	US	8590579 7	4/16/2013	444001 8	11/26/2013
NO DUST. NO MESS. NO ODOR	US	7751416 8	7/3/2008	363660 5	6/9/22009
	US	7652442 9	6/23/2003	296038 5	6/7/2005
	US	7652443 2	6/23/2003	290211 7	11/9/2004
NHANCE	US	7622218 6	3/9/2001	285125 6	6/8/2004
NHANCE	US	7622218 7	3/9/2001	258374 3	6/18/2002

TRADEMARK