

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COTTON COMMERCIAL USA, INC.		10/10/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	COMPASS BANK, AS ADMINISTRATIVE AGENT		
Street Address:	2200 POST OAK BOULEVARD, 20TH FLOOR		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	STATE BANKING CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4438679	COTTON	
CORRESPONDENCE DATA			
Fax Number:	7132766706		
<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:	713-276-5706		
Email:	houston.ip@gardere.com		
Correspondent Name:	GARDERE WYNNE SEWELL LLP (T.R. Miller)		
Address Line 1:	1000 Louisiana St., Suite 2000		
Address Line 4:	Houston, TEXAS 77002-2099		
ATTORNEY DOCKET NUMBER:	916701-000332		
NAME OF SUBMITTER:	Terrell R. Miller		
SIGNATURE:	/Terrell R. Miller/		
DATE SIGNED:	10/16/2017		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 10, 2017 (this "**Agreement**"), is made by Cotton Commercial USA, Inc., a Texas corporation (the "**Grantor**"), in favor of COMPASS BANK, an Alabama state banking corporation, as the administrative agent (together with its successor(s) thereto in such capacity, the "**Administrative Agent**") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 10, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Credit Agreement**"), among COTTON HOLDINGS, INC., a Delaware corporation (the "**Borrower**"), the various financial institutions as are or may become parties hereto (collectively, the "**Lenders**") and COMPASS BANK, an Alabama state banking corporation ("**Compass Bank**"), as administrative agent (the "**Administrative Agent**") for the Lenders and as Arranger have extended Commitments to make Credit Extensions to or for the account of the Borrower; and

WHEREAS, in connection with the Credit Agreement, the Grantor is a party to, and "Grantor" under, a Pledge and Security Agreement and Irrevocable Proxy, dated as of October 10, 2017 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, 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 in the Security Agreement.

Section 2 Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "**Trademark Collateral**"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(c) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(d) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include Excluded Property (including, for the avoidance of doubt, any intent-to-use trademarks).

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

Section 4 Waiver, etc. To the extent permitted by applicable law, the Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Obligations, as the case may be. **As provided below, this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Texas (without regard to principles of conflicts of laws).**

Section 5 Release of Liens; Termination of Agreement. Upon the earlier of (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of any of Parent and any of its Subsidiaries. Upon any such Disposition, other permitted transaction or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

Section 6 Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent 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 7 Loan Document. 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 thereof, including Article X thereof.

Section 8 Governing Law, Entire Agreement, etc. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS).

Section 9 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 via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 10 ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

COTTON COMMERCIAL USA, INC.

By: 
Name: Bryan Michalsky
Title: Chief Financial Officer, Vice President,
Secretary and Treasurer

COMPASS BANK,
an Alabama state banking corporation,
as Administrative Agent

By: _____
Name: Nikolay Gergov
Title: Vice President

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

COTTON COMMERCIAL USA, INC.


By: _____
Name: Bryan Michalsky
Title: Chief Financial Officer, Vice President,
Secretary and Treasurer

COMPASS BANK,
an Alabama state banking corporation,
as Administrative Agent

By: _____
Name: Nikolay Gergov
Title: Vice President

**SCHEDULE I
to Trademark Security Agreement**

Item A. Trademarks

Registered Trademarks					
Country	Trademark	Serial Number	File Date	Registration Number	Registration Date
United States		85/754,041	October 15, 2012	4438679	November 26, 2013