

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM450467

<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>
Landau Uniforms, Incorporated		11/09/2017	Corporation: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Regions Bank		
<b>Street Address:</b>	1180 West Peachtree Street NW		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30309		
<b>Entity Type:</b>	an Alabama bank: ALABAMA		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3952384	BARWEAR BY CHEFWEAR	
Registration Number:	5040509	GREET BY CHEFWEAR	
Registration Number:	1995325	CHEF-'R-ALLS	
Registration Number:	2308716	CHEFWEAR	
Registration Number:	2897130	CHEFWEAR	
Registration Number:	2187263	CHEFWEARUSA	
Registration Number:	2754130	CHEFWRAP	
Registration Number:	3605341	CONVERTIBLE CHEFBAND	
Registration Number:	1772431	THE LOOK THAT COOKS	
Registration Number:	3868025	THE ECO-FRIENDLY LOOK THAT COOKS	
Registration Number:	3747873	THE ORIGINAL CHEFWEAR	
Registration Number:	3674622	THE ORIGINAL CHEFWEAR	
Registration Number:	3942068	THE ORIGINAL CHEFWEAR	
Registration Number:	3849881		
Registration Number:	3681612		
Registration Number:	5188969	VERSATEC	
Registration Number:	4862239	LYNX	
Registration Number:	4627819	WORKFLOW BY LANDAU	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4609352	BREAK TIME
Registration Number:	3989780	LANDAU MADE BETTER
Registration Number:	4205088	SMITTEN
Registration Number:	4598035	URBANE PERFORMANCE
Registration Number:	4350002	
Registration Number:	4121789	URBANE
Registration Number:	3989782	URBANE SWEET
Registration Number:	3989779	URBANESPORT
Registration Number:	3997119	URBANE SPORT
Registration Number:	3940160	L L
Registration Number:	3270833	ID BY LANDAU
Registration Number:	3267061	U URBANE
Registration Number:	3052900	LANDAU
Registration Number:	3048146	URBANE SCRUBS
Registration Number:	3465010	LANDAU FOR HER
Registration Number:	3270839	WORK IT.
Registration Number:	2544433	SCRUB ZONE
Registration Number:	2180591	THE LOOK OF A PROFESSIONAL
Registration Number:	1345902	LANDAU

#### CORRESPONDENCE DATA

**Fax Number:** 4045228409

*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:** 404-420-5527

**Email:** rjk@phrd.com

**Correspondent Name:** Rhonda J. Kenyeri, Paralegal - PHR&D

**Address Line 1:** 303 Peachtree Street, Suite 3600

**Address Line 4:** Atlanta, GEORGIA 30308

<b>NAME OF SUBMITTER:</b>	Bobbi Accord Noland
<b>SIGNATURE:</b>	/ban/
<b>DATE SIGNED:</b>	11/10/2017

#### Total Attachments: 11

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## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of this 9th day of November, 2017, between **REGIONS BANK**, an Alabama bank (together with its successors and assigns, "Lender"), and **LANDAU UNIFORMS, INCORPORATED**, a Tennessee corporation ("Company").

### **Recitals:**

Company and certain of its subsidiaries and affiliates (collectively, "Borrowers") desire to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated on or about the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among Borrowers and Lender.

Lender is willing to make loans and other financial accommodations to Borrowers from time to time pursuant to the terms of the Loan Agreement, provided, among other things, that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Company represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) This Agreement will create a legal and valid Lien upon and security interest in the Trademark Collateral, enforceable against Company in accordance with its terms;

(c) To Company's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons.

4. Company covenants and agrees with Lender that:

(a) Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(b) Company will not change the quality of the products associated with the Trademarks without Lender's prior written consent in its Permitted Discretion; and

(c) Except for Trademarks abandoned by Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. Company hereby grants to Lender and Lender's employees and agents the visitation, audit, and inspection rights with respect to Company and the Trademark Collateral as set forth in the Loan Agreement.

6. Until Payment in Full of the Obligations, Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.

7. If, before Payment in Full of the Obligations, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Company shall give to Lender prompt notice thereof in writing.

8. Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under any other Applicable Law. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to Company, each of which Company hereby expressly waives, collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Company hereby agrees that ten (10) days written notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Payment in Full of the Obligations shall be paid over to Company. If any deficiency shall arise, Borrowers shall remain jointly and severally liable therefor.

10. Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Payment in Full of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Company (it being the intent of Company and Lender that Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its discretion, shall be reimbursed by Company **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the then-effective per annum rate of interest set forth in the Loan Agreement for Revolving Loans.

12. Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Company shall have the duty, through counsel reasonably acceptable to Lender, to prosecute diligently any trademark

application for a Trademark pending as of the date of this Agreement or thereafter until Payment in Full of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Lender in its Permitted Discretion to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender, unless Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and Company shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this paragraph 13.

14. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Lender may discharge such obligations in Company's name or in Lender's name, in Lender's sole discretion, but at Company's expense, and Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of Company.

Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

20. Company hereby waives notice of Lender's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

22. **To the fullest extent permitted by Applicable Law, Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

23. Upon Payment in Full of the Obligations, Lender shall release the Trademark Collateral in accordance with the terms of the Loan Agreement.

[Remainder of page intentionally left blank;  
signatures appear on the following pages.]



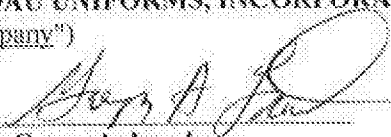
WITNESS the execution hereof under seal on the day and year first above written.

ATTEST:

  
Nancy Russell, Secretary

[SEAL]

LANDAU UNIFORMS, INCORPORATED  
("Company")

By:   
Name: Gregg A. Landau  
Title: Executive Vice President

[Signatures continue on the following page]

Accepted:

**REGIONS BANK**

("Lender")

By: Curtis J. Correa






Name: **Curtis J. Correa**

Title: Senior Vice President

# EXHIBIT A

## Trademarks

Trademark	Serial No.	File Date	Registration No.	Registration Date
	85002170	March 30, 2010	3952384	April 26, 2011
	86894500	February 2, 2016	5040509	September 13, 2016
CHEF-'R-ALLS (Not renewed)	74712031	August 7, 1995	1995325	August 20, 1996
CHEFWEAR			TMK 12- 01180	February 24, 2015
CHEFWEAR			TMK 10- 00563	May 6, 2010
CHEFWEAR	75515777	July 9, 1998	2308716	January 18, 2000
	78222554	March 6, 2003	2897130	October 26, 2004
CHEFWEARUSA	75243803	February 19, 1997	2187263	September 8, 1998
CHEFWRAP	76360384	January 18, 2002	2754130	August 19, 2003
CONVERTIBLE CHEFBAND	77489919	June 3, 2008	3605341	April 14, 2009
THE LOOK THAT COOKS	74207331	September 27, 1991	1772431	May 18, 1993
THE ECO-FRIENDLY LOOK THAT COOKS & DESIGN	77554031	8/22/2008	3868025	October 26, 2010
THE ORIGINAL CHEFWEAR	78926760	July 11, 2006	3747873	February 9, 2010
THE ORIGINAL CHEFWEAR	78926754	July 11, 2006	3674622	August 25, 2009
THE ORIGINAL CHEFWEAR	78926766	July 11, 2006	3942068	April 5, 2011
TOQUE & LEAF DESIGN	77/932283	2/10/2010	3849881	September 21, 2010
	78945096	August 4, 2006	3681612	September 8, 2009
VERSATEC	86514903	January 26, 2015	5188969	April 25, 2017
LYNX	86513118	January 23, 2015	4862239	December 1, 2015
WORKFLOW LANDAU BY	86196850	February 18, 2014	4627819	October 28, 2014

<u>Trademark</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
BREAK TIME	86196835	February 18, 2014	4609352	September 23, 2014
LANDAU MADE BETTER	85189211	December 2, 2010	3989780	July 5, 2011
SMITTEN	85509641	January 5, 2012	4205088	September 11, 2012
URBANE PERFORMANCE	85837500	January 31, 2013	4598035	September 2, 2014
	85756687	October 17, 2012	4350002	June 11, 2013
URBANE	85402023	August 19, 2011	4121789	April 3, 2012
URBANE SWEET	85189219	December 2, 2010	3989782	July 5, 2011
urban&port	85189199	December 2, 2010	3989779	July 5, 2011
URBANE SPORT	85189191	December 2, 2010	3997119	July 19, 2011
	85036715	May 12, 2010	3940160	April 5, 2011
	76667099	October 6, 2006	3270833	July 31, 2007
	76658566	April 17, 2006	3267061	July 24, 2007
LANDAU	76630935	February 10, 2005	3052900	January 31, 2006
URBANE SCRUBS	76623573	December 3, 2004	3048146	January 24, 2006
LANDAU FOR HER	76683563	November 1, 2007	3465010	July 15, 2008
WORK IT. (Not renewed)	76667173	October 10, 2006	3270839	July 31, 2007
SCRUB ZONE	76130343	September 18, 2000	2544433	March 5, 2002
	75327407	July 21, 1997	2180591	August 11, 1998
<b>Landau</b>	73469696	March 8, 1984	1345902	July 2, 1985

***Foreign Trademarks for Landau Uniforms, Incorporated***

<b><u>Trademark</u></b>	<b><u>Serial No.</u></b>	<b><u>File Date</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>	<b><u>Country</u></b>
Landau International Trademark	827415		507545	03/18/2008	Chile
Landau International Trademark		2/17/1999	116217	10/15/2009	Costa Rica
Landau International Trademark	852009000990530	3/12/2009	958622	03/24/2008	Korea, Japan
Landau International Trademark	116001	06/22/2007	617469	06/24/2007	Mexico
Landau International Trademark	115998	06/22/2007	578034	06/24/2007	Mexico
Urbane International	830375	10/16/2008	811527	06/24/2009	Chile
Urbane International	922446	01/31/2005	100329	03/25/2008	Mexico
Chefwear	5288039	4/14/2006	5288039	2/28/2011	China
Chefwear & Design	840139411	5/25/2012	840139411	6/30/2015	Brazil
Chefwear & Design	1188678	8/26/2003	TMA637111	4/11/2005	Canada
Chefwear & Design	5288038	4/14/2006	5288038	9/21/2012	China
Chefwear & Design	12-073201	5/4/2012	480535	10/21/2013	Columbia
Chefwear & Design	2008-010051	10/8/2008	189397	4/28/2009	Costa Rica
Chefwear & Design	VA 2008 01659	4/29/2008	VR 2008 02607	7/8/2008	Denmark
Chefwear & Design	2010-22109	9/21/2010	184454	12/16/2010	Dominican Republic
Chefwear & Design	226005	3/8/2010	4771-10	9/7/2010	Ecuador
Chefwear & Design	2012-01800	3/1/2012	186550	12/14/2012	Guatemala
Chefwear & Design	8919-12	3/12/2012	121498	9/18/2012	Honduras
Chefwear & Design	2378795	8/13/2012	Pending		India
Chefwear & Design	62209	3/20/2013	62209	1/7/2014	Jamaica
Chefwear & Design	2005-91322	9/30/2005	4955056	5/26/2006	Japan
Chefwear & Design	49666/2006	9/27/2006	711349	5/29/2007	Republic of Korea

<u>Trademark</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
Chefwear & Design	855250	5/18/2007	1239033	9/22/2011	Mexico
Chefwear & Design	687259	11/11/2004	1250266	11/10/2011	Mexico
Chefwear & Design	2012-000835	2/29/2012	2014101702LM	2/7/2014	Nicaragua
Chefwear & Design	200805556	4/29/2008	247227	8/15/2008	Norway
Chefwear & Design	188349	3/11/2010	188349	3/11/2010	Panama
Chefwear & Design	0492540-2012	5/7/2012	00190405	8/9/2012	Peru
Chefwear & Design	2008/04286	4/30/2008	398870	11/14/2008	Sweden
Chefwear & Design	62502/2008	10/8/2008	583.055	2/16/2009	Switzerland
Chefwear & Design	M201301712	2/5/2013	183510	3/25/2014	Ukraine
Chefwear & Design	11237-2012	5/31/2012	Published		Venezuela
Chefwear in Korean	49667/2006	9/27/2006	711350	5/29/2004	Republic of Korea
The Look that Cooks	41105	5/23/2007	43108	4/23/2007	Mexico