

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM457485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Americo Manufacturing Co., LLC		12/29/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cadence Bank, N.A.		
Street Address:	2800 Post Oak Boulevard		
Internal Address:	Suite 3800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	Chartered Bank: TEXAS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5339284	AMERICO	
Serial Number:	87673006	TRAPEZE DISPOSABLE DUSTING SHEETS	
Serial Number:	87672880	TRAPEZE	
Registration Number:	4702545	FULL CYCLE	
Registration Number:	4702544	FULL CYCLE	
Registration Number:	2036905	GLIT	
Registration Number:	1505971	BUCKAROO	
Registration Number:	1356258	JACKEROO	
Registration Number:	1488049	GLIT	
Registration Number:	1116073	AM	
Registration Number:	1109412	AMERICO	
Registration Number:	1054739	GLIT	
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>			
Phone:	7136538898		
Email:	parker.pritchett@tklaw.com		
TRADEMARK			

OP \$315.00 5339284

Correspondent Name: Virginia Parker Pritchett
Address Line 1: 811 Main Street
Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER:	Virginia Parker Pritchett
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SIGNATURE:	/s/ Virginia Parker Pritchett
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DATE SIGNED:	01/10/2018
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Total Attachments: 5

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source=3. Collateral Assignment of Trademarks [Executed 12.29.17]#page3.tif
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COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of December 29, 2017 (“Agreement”), between AMERICO MANUFACTURING CO., LLC, a Delaware limited liability company, (together with its successors and assigns, the “Assignor”), and CADENCE BANK, N.A., as Secured Party (together with its successors and assigns in such capacity, the “Secured Party”):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of December 29, 2017 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among (a) HIGH LOFT ACQUISITION, LLC, a Delaware limited liability company (“Acquisition Company” or a “Borrower”), as a borrower, (b) contemporaneously with the consummation of the Closing Date Acquisition (as defined in the Credit Agreement), AMERICO MANUFACTURING CO., LLC, a Delaware limited liability company (“Americo” or a “Borrower”), as a borrower, and (c) HIGH LOFT HOLDINGS, LLC, a Delaware limited liability company (“Parent”), as a Credit Party, the other Persons party thereto as Credit Parties and the Secured Party.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of December 29, 2017 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Secured Party, pursuant to which the Assignor has granted to the Secured Party for the benefit of the Secured Creditors a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Secured Party and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Secured Party, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Secured Party primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Secured Party, for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

AMERICO MANUFACTURING CO., LLC,
as Assignor

By: 

Name: Jonathan Pearce

Title: Vice President and Secretary

Accepted and acknowledged by:

CADENCE BANK, N.A.,
as Secured Party

By: 

Name: Melinda N. Jackson

Title: Executive Vice President

Schedule A
to Collateral Assignment of
Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Application No. and/or Registration No.</u>	<u>Application Filing Date and/or Registration Date</u>
	United States	5339284	11/21/2017
	United States	87673006	11/6/2017
TRAPEZE	United States	87672880	11/6/2017
FULL CYCLE	United States	4702545	3/17/2015
	United States	4702544	3/17/2015
GLIT	United States	2036905	2/11/1997
BUCKAROO	United States	1505971	9/27/1988
JACKEROO	United States	1356258	8/27/1985
GLIT	United States	1488049	5/17/1988
	United States	1116073	4/3/1979
AMERICO	United States	1109412	12/19/1978
GLIT	United States	1054739	12/21/1976
GLIT	Australia	465837	5/26/1987
GLIT	Australia	465838	5/26/1987
GLIT	Australia	465839	5/26/1987
GLIT	Australia	465840	5/26/1987
AMERICO	European Union	002577211	4/9/2011
GLIT	Germany	3020130205766	
GLIT	United Kingdom	1262129	