

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480702

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Edward Don & Company, LLC		07/02/2018	Limited Liability Company: DELAWARE
AFS Acquisition, LLC		07/02/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	1525 West W.T. Harris Blvd.
Internal Address:	MAC D1109-019
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1445762	DON
Registration Number:	1300100	DON-O-MITE
Registration Number:	4579937	EVERYTHING BUT THE FOOD
Registration Number:	1300099	MIR-O-SPRAY
Registration Number:	1384030	SABRE-SHARP
Registration Number:	1365131	SENSI-DERM
Registration Number:	3425785	SUPER JET SOLV
Registration Number:	4533335	WAM
Registration Number:	3098019	AF
Registration Number:	1452663	AF
Registration Number:	3084544	ATLANTA FIXTURE & SALES COMPANY, INC.

CORRESPONDENCE DATA

Fax Number: 7043738822

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: (704) 373-4640

TRADEMARK

Email: bsmith@mcguirewoods.com
Correspondent Name: Betty G. Smith, Senior Paralegal
Address Line 1: McGuireWoods LLP, 201 N. Tryon St.
Address Line 2: Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 2029724-1075

NAME OF SUBMITTER: Betty G. Smith

SIGNATURE: /Betty G. Smith/

DATE SIGNED: 07/05/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Wells Fargo Bank, National Association, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Term Loan Credit Agreement, dated as of July 2, 2018, by and among EDWARD DON & COMPANY, LLC, as Borrower (the "Borrower"), EDWARD DON & COMPANY INTERMEDIATE, LLC ("Holdings"), the banks and other financial institutions or entities from time to time parties thereto as Lenders (the "Lenders") and Wells Fargo Bank, National Association (in such capacity, the "Administrative Agent") and as Collateral Agent (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Guarantee and Collateral Agreement, dated as of July 2, 2018, in favor of Agent (and such agreement may be amended, restated, supplemented and/or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guarantee and Collateral Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms.

a. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement or, to the extent not defined therein, the Credit Agreement.

b. The following terms shall have the following meanings:

"IP Ancillary Rights" means, with respect to any Intellectual Property, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such

Intellectual Property and all income, royalties, proceeds and related rights to payment at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right.

“IP License” means all contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any Intellectual Property (excluding any off the shelf software licensed under a shrink-wrap or click-wrap license or subscription agreement).

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Guaranteed Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the Trademark Collateral):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and related rights to payment at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Trademark Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder, consistent with such Grantor's obligation and subject to the limitations otherwise set forth in the Guarantee and Collateral Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Trademark Security Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the Courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

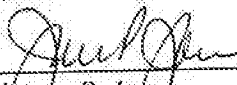
(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 of the Guarantee and Collateral Agreement or at such other address of which the Collateral Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 7 any special, exemplary, punitive or consequential damages.

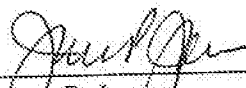
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EDWARD DON & COMPANY, LLC,
as a Grantor

By: 
Name: James P. Jones
Title: Executive Vice President, Secretary and
Treasurer

AFS ACQUISITION, LLC,
as a Grantor

By: **EDWARD DON & COMPANY, LLC,** as
manager


By: 
Name: James P. Jones
Title: Executive Vice President, Secretary and
Treasurer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006372 FRAME: 0782

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Joseph Grizzo
Title: Vice President

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006372 FRAME: 0783

Schedule 1

Entity	Trademark Record	Mark/Name	Application Number Registration Number	Registration Date
EDWARD DON & COMPANY, LLC	United States	DON	RN: 1445762 SN: 73/501272	July 7, 1987
EDWARD DON & COMPANY, LLC	United States	DON-O-MITE	RN: 1300100 SN: 73/443979	October 16, 1984
EDWARD DON & COMPANY, LLC	United States	EVERYTHING BUT THE FOOD	RN: 4579937 SN: 86/162005	August 5, 2014
EDWARD DON & COMPANY, LLC	United States	MIR-O-SPRAY	RN: 1300099 SN: 73/443963	October 16, 1984
EDWARD DON & COMPANY, LLC	United States	SABRE-SHARP	RN: 1384030 SN: 73/443962	February 25, 1986
EDWARD DON & COMPANY, LLC	United States	SENSI-DERM	RN: 1365131 SN: 73/483492	October 15, 1985
EDWARD DON & COMPANY, LLC	United States	SUPER JET SOLV	RN: 3425785 SN: 77/227009	May 13, 2008
EDWARD DON & COMPANY, LLC	United States	WAM	RN: 4533335 SN: 86/085069	May 20, 2014
AFS ACQUISITION, LLC	United States	AF & Chef Design	RN: 3098019 SN: 78649616	5/30/2006
AFS ACQUISITION, LLC	United States	AF & Design	RN: 1452663 SN: 73636985	8/11/1987
AFS ACQUISITION, LLC	United States	Atlanta Fixture & Sales Company, Inc.	RN: 3084544 SN: 78463212	4/25/2006