

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perrin Bernard Supowitz, LLC		11/21/2018	Limited Liability Company: CALIFORNIA
Opus Noeline LLC		11/21/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC		
Street Address:	1345 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5259860	IFS	
Registration Number:	4082027	IFS INDIVIDUAL FOODSERVICE EST. 1926	
Registration Number:	5254935	INDIVIDUAL FOODSERVICE	
Registration Number:	3992078	MORE VALUE FOR LESS	
Registration Number:	4991157	PERRIN'S BRAND	
Registration Number:	4089678	RECYCLUM	
Registration Number:	5236127	RECYCLUM	
Registration Number:	4659357	"CLEANING UP A DIRTY WORLD... ONE WIPE A	
Registration Number:	5124843	STAND ALONE	
Registration Number:	5124844	STAND ALONE	
Registration Number:	4767152	VERNON SANITARY SUPPLY	
Registration Number:	4754492	VERNON SANITARY SUPPLY EST.1944	
Serial Number:	88011253	PBS	
Serial Number:	88011308	SAY YES TO IFS	
CORRESPONDENCE DATA			
Fax Number:	7044441111		

CH \$365.00 5259860

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: 704-444-1124
Email: elaine.hunt@alston.com
Correspondent Name: Michele M. Glessner
Address Line 1: Alston & Bird LLP
Address Line 2: 101 South Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Elaine B. Hunt
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SIGNATURE:	/Elaine B. Hunt/
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DATE SIGNED:	01/03/2019
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2018, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of AB PRIVATE CREDIT INVESTORS LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of November 21, 2018 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and AB Private Credit Investors LLC, as administrative agent and collateral agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is a party to that certain Pledge and Security Agreement of even date herewith in favor of Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) pursuant to which each such Grantor is required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security 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 Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral 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 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 liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral

Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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 their Trademarks and IP Licenses subject to a security interest hereunder.


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. Applicable 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.


[SIGNATURE PAGES FOLLOW]

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.

PERRIN BERNARD SUPOWITZ, LLC,
as Grantor

By: 
Name: Bradford B. Rossi
Title: Authorized Representative

OPUS NOELINE LLC,
as Grantor

By: 
Name: Bradford B. Rossi
Title: Authorized Representative

ACCEPTED AND AGREED
as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: _____
Name: Justin Grimm
Title: Managing Director

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.

PERRIN BERNARD SUPOWITZ, LLC,
as Grantor

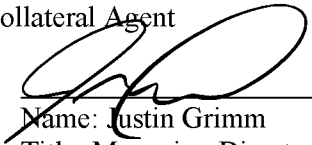
By: _____
Name:
Title:

OPUS NOELINE LLC,
as Grantor

By: _____
Name:
Title:



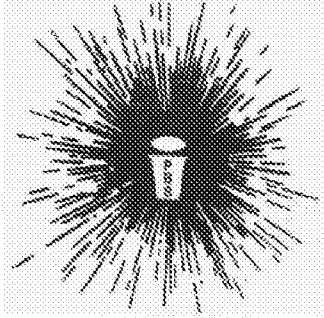

ACCEPTED AND AGREED
as of the date first above written:



AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By:  _____
Name: Justin Grimm
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Registration No./ Serial No.	Filing Date	Registration Date	Grantor
IFS and Design 	RN: 5,259,860 SN: 87/261,565	Dec. 8, 2016	Aug. 8, 2017	Perrin Bernard Supowitz, LLC
IFS INDIVIDUAL FOODSERVICE EST. 1926 and Design 	RN: 4,082,027 SN: 85/026,474	Apr. 29, 2010	Jan. 10, 2012	Perrin Bernard Supowitz, LLC
INDIVIDUAL FOODSERVICE	RN: 5,254,935 SN: 87/246,426	Nov. 23, 2016	Aug. 1, 2017	Perrin Bernard Supowitz, LLC
MORE VALUE FOR LESS	RN: 3,992,078 SN: 85/031,621	May 6, 2010	Jul. 12, 2011	Perrin Bernard Supowitz, LLC
PBS and Design 	RN: n/a SN: 88/011,253	Jun. 22, 2018		Perrin Bernard Supowitz, LLC
PERRIN'S BRAND	RN: 4,991,157 SN: 86/511,140	Jan. 22, 2015	Jul. 5, 2016	Perrin Bernard Supowitz, LLC
RECYCLUM and Design 	RN: 4,089,678 SN: 85/053,305	Jun. 2, 2010	Jan. 24, 2012	Perrin Bernard Supowitz, LLC
RECYCLUM	RN: 5,236,127 SN: 87/246,425	Nov. 23, 2016	Jul. 4, 2017	Perrin Bernard Supowitz, LLC

Trademark	Registration No./ Serial No.	Filing Date	Registration Date	Grantor
SAY YES TO IFS	RN: n/a SN: 88/011,308	Jun. 22, 2018		Perrin Bernard Supowitz, LLC
"CLEANING UP A DIRTY WORLD... ONE WIPE AT A TIME"	RN: 4,659,357 SN: 86/278,161	May 12, 2014	Dec. 23, 2014	Opus Noeline LLC
STAND ALONE	RN: 5,124,843 SN: 86/452,479	Nov. 12, 2014	Jan. 17, 2017	Opus Noeline LLC
STAND ALONE and Design 	RN: 5,124,844 SN: 86/452,492	Nov. 12, 2014	Jan. 17, 2017	Opus Noeline LLC
VERNON SANITARY SUPPLY	RN: 4,767,152 SN: 86/278,150	May 12, 2014	Jul. 7, 2015	Opus Noeline LLC
VERNON SANITARY SUPPLY EST.1944 and Design 	RN: 4,754,492 SN: 86/278,157	May 12, 2014	Jun. 16, 2015	Opus Noeline LLC