TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503637

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sherrill, Inc.		12/21/2018	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A., as Administrative Agent
Street Address:	111 W. Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	87088989	NOTCH
Serial Number:	87667772	ROPE LOGIC
Serial Number:	85750408	BACKBONE
Serial Number:	78330752	BIG SHOT
Serial Number:	85006185	DYNASORB
Serial Number:	86212770	EZ SOAK
Serial Number:	77874012	GECKO
Serial Number:	86206339	GRIZZLY
Serial Number:	77845000	LAVA
Serial Number:	87975877	NOTCH
Serial Number:	78770844	POISON IVY
Serial Number:	77846359	ROPEBOSS
Serial Number:	78921507	SHERRILLTREE
Serial Number:	77845007	SNAKEBITE
Serial Number:	85719572	THRESHER
Serial Number:	86525710	TREESTUFF
Serial Number:	85719639	TRI-GUARD
Serial Number:	86150361	TROPICAL IVY

CH $465.00 87088989

CORRESPONDENCE DATA

Fax Number: 4155911400

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: 415-591-1000

Email: trademarksSF@winston.com

Correspondent Name: Becky L. Troutman, c/o Winston & Strawn

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	013757.00148
NAME OF SUBMITTER:	Sandra Owen
SIGNATURE:	/Sandra Owen/
DATE SIGNED:	12/27/2018

Total Attachments: 4

source=TM Security Agreement - Sherrill-BMO Harris Bank (Executed)-181221#page1.tif

source=TM Security Agreement - Sherrill-BMO Harris Bank (Executed)-181221#page2.tif

source=TM Security Agreement - Sherrill-BMO Harris Bank (Executed)-181221#page3.tif

source=TM Security Agreement - Sherrill-BMO Harris Bank (Executed)-181221#page4.tif

GRANT OF A SECURITY INTEREST - TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 21, 2018, by SHERRILL, INC. ("Grantor"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated December 21, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

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

SHERRILL, INC.

By:_____
Name: Peter W. Calamari
Title: Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
NOTCH	US	87088989 6/30/2016	—	Pending	Sherrill, Inc.
ROPE LOGIC	US	87667772 11/1/2017	—	Pending	Sherrill, Inc.
BACKBONE	US	85750408 10/10/2012	4324506 4/23/2013	Registered	Sherrill, Inc.
BIG SHOT	US	78330752 11/20/2003	2922938 2/1/2005	Registered	Sherrill, Inc.
DYNASORB	US	85006185 4/5/2010	3924957 3/1/2011	Registered	Sherrill, Inc.
EZ SOAK	US	86212770 3/6/2014	4823015 9/29/2015	Registered	Sherrill, Inc.
GECKO	US	77874012 11/17/2009	3793128 5/25/2010	Registered	Sherrill, Inc.
GRIZZLY	US	86206339 2/27/2014	4631489 11/4/2014	Registered	Sherrill, Inc.
LAVA	US	77845000 10/9/2009	3793005 5/25/2010	Registered	Sherrill, Inc.
NOTCH	US	87975877 6/30/2016	5331608 11/7/2017	Registered	Sherrill, Inc.
NOTCH	EU / WIPO	—	1334909 11/15/2016	Registered	Sherrill, Inc.
NOTCH	Australia		1831970 12/21/2017	Registered	Sherrill, Inc.
POISON IVY	US	78770844 12/11/2005	3168322 11/7/2006	Registered	Sherrill, Inc.
ROPEBOSS	US	77846359 10/12/2009	3802511 6/15/2010	Registered	Sherrill, Inc.
SHERRILLtree	US	78921507 6/30/2006	3237301 5/1/2007	Registered	Sherrill, Inc.
SNAKEBITE	US	77845007 10/9/2009	3793007 5/25/2010	Registered	Sherrill, Inc.
THRESHER	US	85719572 9/4/2012	4324304 4/23/2013	Expired	Sherrill, Inc.
TREESTUFF	US	86525710 2/5/2015	4808313 9/8/2015	Registered	Sherrill Inc.
TRI-GUARD	US	85719639 9/4/2012	4355560 6/18/2013	Registered	Sherrill, Inc.
TROPICAL IVY	US	86150361 12/21/2013	4668617 1/6/2015	Registered	Sherrill, Inc.