

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RSC BIO SOLUTIONS, LLC		05/31/2019	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Lender		
Street Address:	300 Galleria Parkway, 8th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87091834	FUTERRA	
Registration Number:	5482809	FUTERRA	
Registration Number:	5459665	RSC BIO SOLUTIONS	
Registration Number:	2162456	ENVIROLOGIC	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	404-443-5647		
Email:	cfraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1230 Peachtree Street, NE		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	Blumenthal 2068279.5130		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	06/05/2019		
Total Attachments: 5			

OP \$115.00 87091834

source=Blumenthal - Trademark Security Agreement#page1.tif
source=Blumenthal - Trademark Security Agreement#page2.tif
source=Blumenthal - Trademark Security Agreement#page3.tif
source=Blumenthal - Trademark Security Agreement#page4.tif
source=Blumenthal - Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

May 31, 2019

WHEREAS, RSC BIO SOLUTIONS, LLC, a North Carolina limited liability company (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor, **BLUMENTHAL HOLDINGS, LLC**, a North Carolina limited liability company (“Holdings”), **BLUMENTHAL BRANDS INTEGRATED, LLC**, a North Carolina limited liability company (“Blumenthal Brands”), and **BLUMENTHAL BUSINESS SERVICES, LLC**, a North Carolina limited liability company (“Blumenthal Business”), and together with the Grantor, Holdings and Blumenthal Brands, collectively, the “Borrowers”) have entered into that certain Loan and Security Agreement, dated as of May 31, 2019 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Loan Agreement”) with Bank of America, N.A., in its capacity as lender (“Lender”) pursuant to which Lender has made certain commitments, subject to the terms and conditions set forth in the Loan Agreement, to extend certain credit facilities to the Borrowers; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has created in favor of Lender a security interest in, and Lender has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Loan Agreement, to evidence further the security interest granted by Grantor to Lender pursuant to the Loan Agreement, Grantor hereby grants to Lender a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”) to secure the Secured Obligations (as defined in the Loan Agreement):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark set forth on Schedule A annexed hereto) (collectively, the “Trademarks”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Trademark Security Agreement, the term “proceeds” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the 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.

GRANTOR: **RSC BIO SOLUTIONS, LLC**

By: 
Name: C. Michael Guggenheimer
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Lender

By: Sherry Lail
Name: Sherry Lail
Title: Senior Vice President

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
RSC Bio Solutions, LCC	FUTERRA	Pending as of May 2019	87091834
RSC Bio Solutions, LLC	FUTERRA	05/29/2018	5482809
RSC Bio Solutions, LLC	RSC BIO SOLUTIONS	05/01/2018	5459665
RSC Bio Solutions, LLC	ENVIROLOGIC	06/02/1998	2162456