OP \$115.00 87091834

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

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: 404-443-5647

Email: cfraser@mcguirewoods.com

Correspondent Name: Carol Fraser, Paralegal Address Line 1: 1230 Peachtree Street, NE

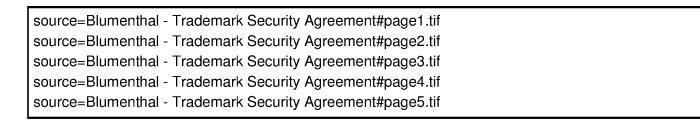
Address Line 2: McGuireWoods LLP

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

TRADEMARK REEL: 006662 FRAME: 0976



TRADEMARK REEL: 006662 FRAME: 0977

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 "<u>Trademark Collateral</u>") 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.

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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.

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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

roc no commons, nnc.	RSC Bio Solutions, LLC	RSC Bio Solutions, LLC	RSC Bio Solutions, LCC	Grantor
EAST INCOLOGIC	RSC BIO SOLUTIONS ENVIROLOGIC	FUTERRA	FUTERRA	Mark
	05/01/2018	05/29/2018	Pending as of May 2019	Reg. Date
E10E 00	5459665 2162456	5482809	87091834	Reg. No.

TRADEMARK REEL: 006662 FRAME: 0982

RECORDED: 06/05/2019