

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM532693

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Insect Shield, LLC		07/18/2019	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Bank		
<b>Street Address:</b>	101 N. Spring Street		
<b>City:</b>	Greensboro		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27401		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3587498	INSECT SHIELD	
<b>Registration Number:</b>	3154661	INSECT SHIELD	
<b>Registration Number:</b>	5408303	INSECT SHIELD	
<b>Serial Number:</b>	88057954	SOLIS SHIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	336-478-1138		
<b>Email:</b>	srh@crlaw.com		
<b>Correspondent Name:</b>	Susie Hayes		
<b>Address Line 1:</b>	235 N. Edgeworth Street		
<b>Address Line 4:</b>	Greensboro, NORTH CAROLINA 27401		
<b>NAME OF SUBMITTER:</b>	Susie Hayes		
<b>SIGNATURE:</b>	/Susie Hayes/		
<b>DATE SIGNED:</b>	07/19/2019		
<b>Total Attachments: 7</b>			
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**COLLATERAL ASSIGNMENT  
(Security Agreement)**

**WHEREAS, INSECT SHIELD, LLC**, a North Carolina limited liability company ("**Assignor**"), located and doing business at 814 W. Market St., Greensboro, NC 27401, is the owner of certain trademarks some of which are registered in the United States Patent and Trademark Office.

**WHEREAS, FIRST BANK**, a North Carolina banking corporation ("**Assignee**"), located and doing business 101 N. Spring St., Greensboro, NC 27401, has extended and may hereafter extend credit to Assignor, and Assignor has executed and delivered to Assignee a certain Promissory Note dated of even date herewith (as amended, modified, supplemented, substituted, extended or renewed from time to time, the "**Note**") evidencing the present and future advances of credit by Assignee to Assignor and Assignor may in the future execute and deliver to Assignee other notes evidencing the advances of credit by Assignee to Assignor; and

**WHEREAS**, Assignor has executed and delivered to Assignee a certain Commercial Security Agreement dated of even date herewith (as amended, modified, supplemented, substituted, extended or renewed from time to time, the "**Security Agreement**"), pursuant to which Assignor has granted to Assignee a security interest in substantially all assets of Assignor to secure all of Assignor's obligations, liabilities and indebtedness (the "**Obligations**") to Assignee and Assignor may hereafter execute and deliver to Assignee other similar security agreements; and

**WHEREAS**, in order to further secure Assignor's present and future Obligations to the Assignee, Assignor wishes to grant to Assignee a security interest in the Collateral and the goodwill and certain other assets with respect to the Collateral, all as defined below.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, as additional security for the full payment and performance of the Obligations, and to further evidence the security interest granted to the Assignee pursuant to the Security Agreement, hereby assigns, sells, transfers, and conveys to Assignee and grants to Assignee a security interest in all of Assignor's right, title and interest in:

(a) all state (including common law), federal and foreign trademarks, service marks and tradenames, and application registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) (the "**Trademarks**"), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications described in **Exhibit A** attached hereto), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(b) all right of action, claims for damages, profits and costs, all other demands for any sum or sums of money whatsoever which it has or may have either at law or in equity, against any and all persons, firms, corporations and associations by reason of claims of infringement upon, or unconsented use of, said Trademarks;

(c) the entire goodwill of or associated with the business now ore hereafter conducted by Assignor connected with and symbolized by any of the aforementioned properties and assets;

(d) all general intangibles and all intangible intellectual or other similar property of Assignor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above;

(e) all proceeds of any or all of the foregoing (including license royalties, rights to payments, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether

or not Assignee is the loss payee thereof) or any indemnity warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

All of the foregoing items set forth in clauses (a) through (e) are hereinafter referred to collectively as the "Collateral."

AND Assignor and Assignee agree as follows:

1. Representations and Warranties. Assignor represents and warrants to Assignee a true and correct listing of all of the existing Collateral consisting of U.S. trademarks, service marks, trade names, and all trademark, service mark and trade name applications owned by Assignor, in whole or in part, is set forth in **Exhibit A**.

2. Assignor's Obligations. Assignor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignee relating to Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation or Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

Assignor shall have the obligation to maintain, preserve or renew the Trademarks, and take any action to prohibit the infringements or unauthorized use of same by any third party. Assignee shall have no obligation to maintain, preserve or renew the Trademarks, nor to take any action to prohibit the infringements or unauthorized use of same by any third party.

3. Use Prior to Default. Unless and until an Event of Default under, and as defined in or under the Note, the Security Agreement or any Related Document (as defined in the Security Agreement), or under any future note in favor of Assignee, shall occur and be continuing, Assignor shall retain the legal and equitable title to the Trademarks and shall have the right to use the Collateral and, subject to the terms and covenants of the Related Documents and this Assignment.

4. Remedies Upon Default. Whenever any Event of Default under and defined in the Related Documents or under any future note evidencing the Obligations, shall occur, Assignor's rights pursuant to Section 2 hereof shall terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Related Documents, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Related Documents or in any security agreement by Assignor in favor of Assignee. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. For the purpose of enabling Assignee to exercise rights and remedies upon any such Event of Default, Assignee hereby grants to Assignee an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Assignor) to use, assign, license, or sub-license any of the Collateral, now owned or hereafter acquired by Assignor, and wherever the same may be located.

5. Cumulative Remedies. This Assignment has been entered into in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Security Agreement, the Related Documents or any other agreement or instrument delivered in connection therewith.

6. Amendments and Waivers. This Assignment may not be modified, supplemented or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee.

7. Reassignment. At such time as Assignor shall completely satisfy all of the Obligations, Assignee will, at Assignor's request, execute and deliver to Assignor all assignments and other instruments as may be necessary or proper to re-vest Assignor full title to the Collateral, subject to disposition thereof which may have been made by Assignee pursuant hereto.

8. Severability. If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

9. Notices. All notices, requests and demands to or upon Assignor or Assignee under this assignment shall be given in the manner prescribed in the Security Agreement.

10. Governing Law. This Assignment shall be governed by, construed, applied and enforced in accordance with the substantive laws of the State of North Carolina and the United States of America as applicable.

**[signatures on next page]**

IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment as of the 18th day of July, 2019.

INSECT SHIELD, LLC

By: Haynes G. Griffin  
Haynes G. Griffin, Manager

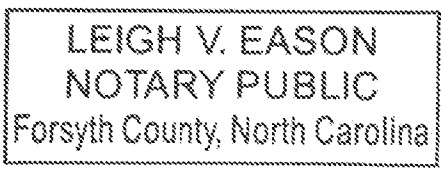
By: Richard A. Lane  
Richard A. Lane, Manager

STATE OF NC

COUNTY OF Guilford

I, Leigh V. Eason, a Notary Public of the State and County aforesaid, certify that Haynes G. Griffin personally appeared before me this day and acknowledged that he is a Manager of INSECT SHIELD, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him in the company's name.

WITNESS my hand and official stamp or seal, this 17<sup>th</sup> day of July, 2019.



Leigh V. Eason  
Notary Public

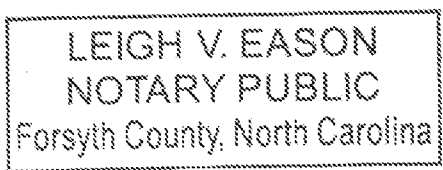
My Commission Expires: 2/29/24

STATE OF NC

COUNTY OF Guilford

I, Leigh V. Eason, a Notary Public of the State and County aforesaid, certify that Richard A. Lane personally appeared before me this day and acknowledged that he is a Manager of INSECT SHIELD, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him in the company's name.

WITNESS my hand and official stamp or seal, this 17<sup>th</sup> day of July, 2019.



Leigh V. Eason  
Notary Public

My Commission Expires: 2/29/24

FIRST BANK

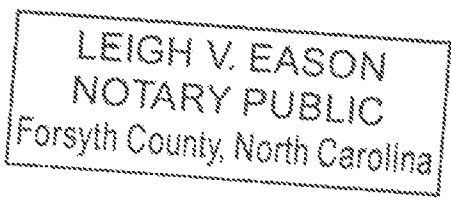
By: [Signature]  
Name: Joseph Ross Geller  
Title: V.P.

STATE OF NC

COUNTY OF Guilford

I, Leigh V. Eason, a Notary Public of the State and County aforesaid, certify that Joseph Ross Geller personally appeared before me this day and acknowledged that he is a Vice-president of FIRST BANK, a North Carolina banking corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him in the company's name.

WITNESS my hand and official stamp or seal, this 17<sup>th</sup> day of July, 2019.



Leigh V. Eason  
Notary Public  
My Commission Expires: 2/29/24

**Exhibit A – Trademarks**

Trademarks – U.S.

<b>Trademark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration/ Application Date</b>
Insect Shield	76 /535855	3587498	03/10/2009
Insect Shield	76 /978255	3154661	10/10/2006
Insect Shield	87 /084776	5408303	02/20/2018
Solis Shield	88 /057954	Pending	Pending

Trademarks – International

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Country</b>
Insect Shield	TMA818142	02/22/2012	Canada
Insect Shield	5233536	05/22/2009	Japan
Insect Shield	1342955	12/16/2008	Taiwan
Insect Shield	6703766	08/07/2010	China (class 18)
Insect Shield	6703776	04/14/2010	China (class 20)
Insect Shield	6703775	06/06/2011	China (class 22)
Insect Shield	6703774	08/07/2010	China (class 24)
Insect Shield	6704164	09/27/2010	China (class 25)
Insect Shield	6704163	09/27/2010	China (class 27)
Insect Shield	Kor324062	11/16/2007	Thailand (Class 24)
Insect Shield	Kor287745	11/16/2007	Thailand (Class 18)
Insect Shield	Kor287746	11/16/2007	Thailand (Class 22)
Insect Shield	Kor287747	11/16/2007	Thailand (Class 25)
Insect Shield	Kor289082	11/06/2007	Thailand (Class 27)
Insect Shield	006417489	10/14/2008	CTM
Insect Shield	1683852	11/04/2015	Australia



Insect Shield	Pending (Application No. 4201601021)	Pending	Vietnam
Insect Shield	Pending (Application No. 4222793-IN)	Pending	India