

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM534573

<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>
CABINET ESSENTIALS GROUP, L.L.C.		07/29/2019	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE PENINSULA FUND VI LIMITED PARTNERSHIP		
<b>Street Address:</b>	500 Woodward Avenue		
<b>Internal Address:</b>	Suite 2800		
<b>City:</b>	Detroit		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48226		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5156690	NOBLE BRANDS	
<b>Registration Number:</b>	4823802	EVERYTHING WITHIN REACH	
<b>Registration Number:</b>	4787239	SHELFGENIE EVERYTHING WITHIN REACH	
<b>Registration Number:</b>	4537493	SHELFGENIE	
<b>Registration Number:</b>	4312756	SHELFGENIE DESIGNED TO TRANSFORM	
<b>Registration Number:</b>	4312757	SHELFGENIE DESIGNED TO TRANSFORM	
<b>Registration Number:</b>	3546283	SHELFGEN E	
<b>Registration Number:</b>	3546185	SHELFGENIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142974900		
<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>	4142712400		
<b>Email:</b>	IPDocketing@foley.com, shaines@foley.com		
<b>Correspondent Name:</b>	Christopher King		
<b>Address Line 1:</b>	777 East Wisconsin Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202-5306		
<b>NAME OF SUBMITTER:</b>	Christopher M. King		

OP \$215.00 5156690

<b>SIGNATURE:</b>	/Christopher M. King/
<b>DATE SIGNED:</b>	07/31/2019
<b>Total Attachments: 5</b> source=Peninsula-ShelfGenie - Trademark Security Agreement#page1.tif source=Peninsula-ShelfGenie - Trademark Security Agreement#page2.tif source=Peninsula-ShelfGenie - Trademark Security Agreement#page3.tif source=Peninsula-ShelfGenie - Trademark Security Agreement#page4.tif source=Peninsula-ShelfGenie - Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 29, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by CABINET ESSENTIALS GROUP, L.L.C., a Virginia limited liability company (the “Grantor”), in favor of THE PENINSULA FUND VI LIMITED PARTNERSHIP, a Delaware limited partnership (the “Secured Party”).

**WHEREAS**, the Grantor is a party to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantor and the other grantors party thereto and the Secured Party pursuant to which the Grantor granted a security interest to the Secured Party in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Secured Party as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Obligations, the Grantor hereby pledges to the Secured Party, its successors and permitted assigns, and hereby grants to the Secured Party, its successors and permitted assigns, a security interest in all of the Grantor’s right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”); provided, that the Trademark Collateral shall not include any Excluded Assets (including any Trademark applications excluded pursuant to Section 2.1 hereof):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and
- (iii) all other rights accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.1 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed

pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

**THE GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE UNITED STATES PATENT AND TRADEMARK OFFICE RECORD THIS TRADEMARK SECURITY AGREEMENT.**

### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Secured Party shall execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF MICHIGAN, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.


### **SECTION 7. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

CABINET ESSENTIALS GROUP, L.L.C.,  
as Grantor

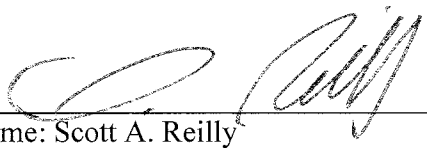
By:   
Name: Darryl J. Alcorn  
Title: Manager

{Signature Page to Trademark Security Agreement}

**THE PENINSULA FUND VI LIMITED  
PARTNERSHIP**

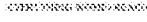
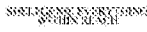



By: Peninsula Fund VI Management L.L.C.  
Its: General Partner

By: Peninsula Capital Partners L.L.C.  
Its: Manager

By:   
Name: Scott A. Reilly  
Title: President and Chief Investment Officer

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
NOBLE BRAMIS	86547344	February 26, 2015	5156690	March 7, 2017
	86434014	October 24, 2014	4823802	September 29, 2015
	86334407	July 11, 2014	4787239	August 4, 2015
SHELFGENIE	86093086	October 16, 2013	4537493	May 27, 2014
	85697476	August 7, 2012	4312756	April 2, 2013
	85697478	August 7, 2012	4312757	April 2, 2013
	77430595	March 25, 2008	3546283	December 16, 2008
SHELFGENIE	77388393	February 5, 2008	3546185	December 16, 2008