

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWISSTRAX, LLC		10/31/2019	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	3333 Peachtree Road		
Internal Address:	3rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	4689745	CARPETRAX	
Registration Number:	4019201	COINTRAX	
Registration Number:	4575167	DANCETRAX	
Registration Number:	4575157	DIAMONDTRAX	
Registration Number:	4184475	DIAMONDTREAD	
Registration Number:	4575160	FLOORTRAX	
Registration Number:	4689746	GRAPHICTRAX	
Registration Number:	4575169	LIGHTRAX	
Registration Number:	4575165	LOGOTRAX	
Registration Number:	4725066	RENTALTRAX	
Registration Number:	4019204	RIBTRAX	
Registration Number:	4184474	RIBTREAD	
Registration Number:	4242637	RUBBERTRAX	
Registration Number:	4140012	SHOPTREAD	
Registration Number:	4140013	SHOPTRAX	
Registration Number:	4019200	SWISSKITS	
Registration Number:	4231642	SWISSMATS	
Registration Number:	3127880	SWISSTRAX	
TRADEMARK			

OP \$640.00 4689745

Property Type	Number	Word Mark
Registration Number:	4635793	SWISSTRAX WORLD'S FINEST MODULAR FLOORIN
Registration Number:	4693270	TURFTRAX
Registration Number:	4685514	VINYLTRAX
Registration Number:	5562169	BASETRAX
Registration Number:	4952185	SWEET MAKEOVERS
Registration Number:	5362676	SWISSTRAX RENTAL FLOORING
Registration Number:	5562168	TRAYTRAX

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1154618 TM
NAME OF SUBMITTER:	Lori L. Leberman
SIGNATURE:	/Lori L. Leberman/
DATE SIGNED:	11/19/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2019, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of July 10, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers party thereto, the lenders from time to time parties thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, on or about the date hereof the Grantor has been joined as a party to a Guaranty and Security Agreement dated July 10, 2018 in favor of the Administrative Agent (the "Guaranty and Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to continue to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademarks Licenses subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

SWISSTRAX, LLC
a Georgia limited liability company
as Grantor

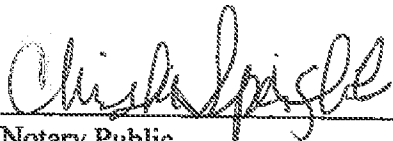
By: 
Name: Ronald L. Bennett
Title: Chief Executive Officer

ACKNOWLEDGMENT OF GRANTOR

State of Georgia)
County of Whitfield)

ss.

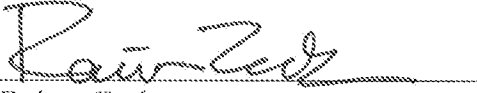
On this 31st day of October, 2019 before me personally appeared Ronald L. Bennett, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SwissTrax, LLC who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said company.


Notary Public



ACCEPTED AND AGREED
as of the date first above written:


SUNTRUST BANK
as Administrative Agent

By: 
Name: Rainer Zeck
Title: Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
SwissTrax, LLC	CARPETTRAX	86-128,831	11/25/2013	4,689,745	2/17/2015
SwissTrax, LLC	Cointrax	85-234,458	2/4/2014	4,019,201	8/30/2011
SwissTrax, LLC	DANCESTRAX	86-128,757	11/25/2013	4,575,167	7/29/2014
SwissTrax, LLC	DIAMONTRAX	86-128,620	11/25/2013	4,575,157	7/29/2014
SwissTrax, LLC	Diamondthread	85-833,891	2/3/2011	4,184,475	7/31/2012
SwissTrax, LLC	FLOORTRAX	86-128,665	11/25/2013	4,575,160	11/25/2013
SwissTrax, LLC	GRAPHICTRAX	86-128,844	11/25/2013	4,689,746	2/17/2015
SwissTrax, LLC	LIGHTTRAX	86-128,804	11/25/2013	4,575,169	7/29/2014
SwissTrax, LLC	LOGOTRAX	86-128-727	11/25/2013	4,575,165	7/29/2014
SwissTrax, LLC	RENALTRAX	86-197,428	2/19/2014	4,725,066	4/21/2015
SwissTrax, LLC	Ribtrax	85-234,463	2/4/2011	4,019,204	8/30/2011
SwissTrax, LLC	Ribthread	85-233,888	2/3/2011	4,184,474	7/31/2012
SwissTrax, LLC	Rubbertrax	85-233,894	2/3/2011	4,242,637	11/13/2012
SwissTrax, LLC	SHOPTHREAD	85-233,883	2/3/2011	4,140,012	5/8/2012
SwissTrax, LLC	Sporttrax	85-233,895	2/3/2011	4,140,013	5/8/2012
SwissTrax, LLC	Swisskits	85-234,455	2/4/2011	4,019,200	8/30/2011
SwissTrax, LLC	SWISSMATS	85-468,184	11/9/2011	4,231,642	10/23/2012
SwissTrax, LLC	SWISSTRAX	78-488,903	9/23/2004	3,127,880	8/8/2006
SwissTrax, LLC	SWISSTRAX WORLD'S FINEST MODULAR	86-128,432	11/25/2013	4,635,793	11/11/2014
SwissTrax, LLC	TURFTRAX	86-128,817	11/25/2013	4,693,270	2/24/2015

SwissTrax, LLC	VINYLTRAX	86-033,131	8/8/2013	4,685,514	2/10/2015
SwissTrax, LLC		86-128,432	11/25/2013	4,635,793	11/11/2014
SwissTrax, LLC	BASETRAX	87-500,964	6/22/2017	5,562,169	9/11/2018
SwissTrax, LLC	Sweet Makeovers	86-404,961	9/24/2014	4,952,185	5/3/2016
SwissTrax, LLC	SWISSTRAX RENTAL FLOORING	87-227-581	11/05/2016	5,362,676	12/26/2017
SwissTrax, LLC	TRAYTRAX	87-500,953	6/822/2017	5,562,168	9/11/2018

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.