

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM559474

<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>
KOFILE PRODUCTS, INC.		01/29/2020	Corporation: DELAWARE
KOFILE, INC.		01/29/2020	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO HARRIS BANK N.A., AS AGENT		
<b>Street Address:</b>	111 W. MONROE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87652589	BYRON WESTON	
<b>Serial Number:</b>	76696603	ENDURO ENDURO BINDERS INC.	
<b>Serial Number:</b>	88691717	ENDURO	
<b>Serial Number:</b>	76696604	FAST IMPRESSIONS	
<b>Serial Number:</b>	87838071	GREYLOCK	
<b>Serial Number:</b>	76709849	KOFILE	
<b>Serial Number:</b>	88115823	KOFILE	
<b>Serial Number:</b>	88115834	KOFILE	
<b>Serial Number:</b>	88115843	KOFILE POWERING MODERN GOVERNMENT	
<b>Serial Number:</b>	88115840	POWERING MODERN GOVERNMENT	
<b>Serial Number:</b>	76696602	TRENDS PRESENTATION PRODUCTS	
<b>Serial Number:</b>	76698793	TENACITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8208		
<b>Email:</b>	alana.hernandez@katten.com		

CH \$315.00 87652589

**Correspondent Name:** ALANA HERNANDEZ C/O KATTEN  
**Address Line 1:** 525 W. MONROE STREET  
**Address Line 4:** CHICAGO, ILLINOIS 60661

**NAME OF SUBMITTER:** ALANA HERNANDEZ

**SIGNATURE:** /ALANA HERNANDEZ/

**DATE SIGNED:** 01/29/2020

**Total Attachments: 6**

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

source=Trademark Security Agreement#page6.tif

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement, dated as of January 29, 2020 (this “**Trademark Security Agreement**”), is made by the signatories hereto (collectively, the “**Grantor**”) in favor of BMO Harris Bank N.A., in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Kofile, Inc., a Texas corporation (the “**Company**”, and after the Borrower Assumption, the “**Borrower**”), the Lenders party thereto from time to time and the Agent.

**WITNESSETH:**

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantor, the other Domestic Loan Parties party thereto and Agent, 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 Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantor: the Trademark registrations and applications for Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Loan Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and

delivered by means of a facsimile machine or other electronic transmission (including “pdf”) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

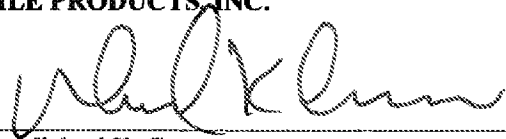
SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

*[Signature pages follow]*


IN WITNESS WHEREOF, the Grantor has duly executed this Trademark Security Agreement as of the date first written above.

**GRANTOR:**

**KOFILE PRODUCTS, INC.**

By:   
Name: Michael K. Crosno  
Title: President and CEO

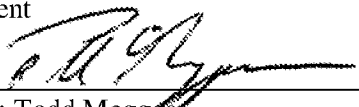
**KOFILE, INC.**

By:   
Name: Michael K. Crosno  
Title: President and CEO

[Signature Page to Trademark Security Agreement]

AGREED AND ACCEPTED  
as of the date first written above:

**BMO HARRIS BANK N.A.**,  
as Agent

By:   
Name: Todd Megges  
Title: Duly Authorized Signatory



[Signature Page to Trademark Agreement]

**TRADEMARK**  
**REEL: 006849 FRAME: 0931**

**SCHEDULE I**

**TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS**

Trademark	App. No./ Reg. No.	App. Date/ Reg. Date	Status	Record Owner
BYRON WESTON	87/652,589	October 19, 2017	Allowed	Kofile, Inc.
ENDURO ENDURO BINDERS INC. and Design 	76/696,603 / 3,717,207	April 1, 2009 / December 1, 2009	Registered	Kofile Products, Inc.
ENDURO 	88/691,717	November 13, 2019	Pending	Kofile Products, Inc.
FAST IMPRESSIONS and Design 	76/696,604 / 3,738,506	April 1, 2009 / January 19, 2010	Registered	Kofile Products, Inc.
GREYLOCK	87/838,071 / 5,682,063	March 16, 2018 / February 19, 2019	Registered	Kofile, Inc.
KOFILE	76/709,849 / 4,479,241	November 29, 2011 / February 11, 2014	Registered	Kofile, Inc.
KOFILE	88/115,823 / 5,933,416	September 13, 2018 / December 10, 2019	Registered	Kofile, Inc.
KOFILE and Design 	88/115,834 / 5,933,417	September 13, 2018 / December 10, 2019	Registered	Kofile, Inc.
KOFILE POWERING MODERN GOVERNMENT and Design	88/115,843	September 13, 2018	Allowed	Kofile, Inc.

				
POWERING MODERN GOVERNMENT	88/115,840 / 5,928,031	September 13, 2018 / December 3, 2019	Registered	Kofile, Inc.
TRENDS PRESENTATION PRODUCTS and Design 	76/696,602 / 3,717,206	April 1, 2009 / December 1, 2009	Registered	Kofile Products, Inc.
TENACITY	76/698,793 / 3,875,225	August 5, 2009 / November 16, 2010	Registered	Kofile Products, Inc.