

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royston Hamilton LLC		02/03/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK, AS AGENT		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3997919	ACCENT	
Registration Number:	3057574	COLLEGEDALE	
Registration Number:	2802501	CONTRAST	
Registration Number:	2804883	TRADITION	
Registration Number:	3012200	DISTINCTION	
Registration Number:	2981465	AUTOSASH	
Registration Number:	2748557	PRESTIGE	
Registration Number:	2761072	MAX/WALL	
Registration Number:	2672167	HORIZON	
Registration Number:	2759941	MAX/MOBILE	
Registration Number:	2766229	LABWORKS	
Registration Number:	2662393	PIONEER	
Registration Number:	2708632	CONCEPT	
Registration Number:	2708415	ECLIPSE	
Registration Number:	1563402	MAX/LAB	
Registration Number:	1462649	SAFEAIRE	
Registration Number:	0407400	HAMILTON	

OP \$440.00 3997919

CORRESPONDENCE DATA**Fax Number:** 7349302494*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:** 7349302488**Email:** ipfilings@bodmanlaw.com**Correspondent Name:** Susan M. Kornfield - Bodman PLC**Address Line 1:** 201 South Division**Address Line 2:** Suite 400**Address Line 4:** Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	SUSAN M. KORNFIELD
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SIGNATURE:	/susan m. kornfield/
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DATE SIGNED:	02/27/2020
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Trademark)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARK) (this "Agreement"), dated as of February 3, 2020 between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of July 27, 2018 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among SRR Holdings, Inc., a Delaware corporation ("Holdings"), Royston LLC, a Georgia limited liability company ("Company"), SignResource, LLC, a California limited liability company ("SignResource") and Royston Hamilton LLC, a Delaware limited liability company ("Royston Hamilton" and collectively with Holdings, Company, SignResource and the other borrowers from time to time parties to the Credit Agreement, the "Borrowers" and each a "Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors and the other parties thereto have executed and delivered that certain Pledge and Security Agreement, dated as of March 9, 2018, to the Secured Party (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. The Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Secured Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in,

all of the following property of such Debtor (the “Trademark Collateral”), whether now owned or hereafter acquired or existing:

(a) all Licenses with any other Person in connection with any of the Trademarks or such other Person’s names or trademarks, whether a Debtor is a licensor or a licensee under any such License, including, without limitation, the Licenses listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such Licenses, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such Licenses;

(b) all Trademarks, including, without limitation, all Trademarks identified on Schedule 1.1 attached hereto and made a part hereof;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill associated with the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or License, including any Trademark, Trademark registration or License referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any License.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.10 of the Credit Agreement.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be

construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Governing Law. This 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 Michigan.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

ROYSTON HAMILTON LLC

By:  _____

Name: J. Kyle Hood

Title: Vice President

SECURED PARTY:

COMERICA BANK, as Agent

By: Ben M. Buks

Name: Ben M. Buks

Title: Vice President

SCHEDULE 1.1

TRADEMARK COLLATERAL

TRADEMARK	APP. NO. APP. DATE	REG. NO. REG. DATE	RECORD OWNER
ACCENT	85/209310 01/03/2011	3,997,919 07/19/2011	Laboratory Solutions International, LLC (a Wisconsin LLC)
COLLEGEDALE	78/560111 02/03/2005	3,057,574 02/07/2006	Laboratory Solutions International, LLC (a Wisconsin LLC)
CONTRAST	78/216428 02/19/2003	2,802,501 01/06/2004	Laboratory Solutions International, LLC (a Wisconsin LLC)
TRADITION	78/194929 12/16/2002	2,804,883 01/13/2004	Laboratory Solutions International, LLC (a Wisconsin LLC)
DISTINCTION	78/376994 03/02/2004	3,012,200 11/01/2005	Laboratory Solutions International, LLC (a Wisconsin LLC)
AUTOSASH	76/502948 03/15/2002	2,981,465 08/02/2005	Laboratory Solutions International, LLC (a Wisconsin LLC)
PRESTIGE	76/412064 05/24/2002	2,748,557 08/05/2003	Laboratory Solutions International, LLC (a Wisconsin LLC)
MAX/WALL	76/404466 05/07/2002	2,761,072 09/09/2003	Laboratory Solutions International, LLC (a Wisconsin LLC)
HORIZON	76/396590 04/16/2002	2,672,167 01/07/2003	Laboratory Solutions International, LLC (a Wisconsin LLC)
MAX/MOBILE	76/350931 12/19/2001	2,759,941 09/02/2003	Laboratory Solutions International, LLC (a Wisconsin LLC)

TRADEMARK	APP. NO. APP. DATE	REG. NO. REG. DATE	RECORD OWNER
LABWORKS	76/338074 11/12/2001	2,766,229 09/23/2003	Laboratory Solutions International, LLC (a Wisconsin LLC)
PIONEER	76/310343 09/07/2001	2,662,393 12/17/2002	Laboratory Solutions International, LLC (a Wisconsin LLC)
CONCEPT	76/310342 09/07/2001	2,708,632 04/22/2003	Laboratory Solutions International, LLC (a Wisconsin LLC)
ECLIPSE	76/160110 11/06/2000	2,708,415 04/22/2003	Laboratory Solutions International, LLC (a Wisconsin LLC)
MAX/LAB	73/756976 10/11/1988	1,563,402 10/31/1989	Laboratory Solutions International, LLC (a Wisconsin LLC)
SAFEAIRE	73/652903 04/03/1987	1,462,649 10/27/1987	Laboratory Solutions International, LLC (a Wisconsin LLC)
HAMILTON	71/457934 01/15/1943	407,400 06/06/1944	Laboratory Solutions International, LLC (a Wisconsin LLC)