

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583753

<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>
S.P. Richards Company		06/30/2020	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Truist Bank, as Administrative Agent		
<b>Street Address:</b>	3333 Peachtree Road		
<b>Internal Address:</b>	4th Floor, East Tower, Attn: SPR Portfolio Manager		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	Banking Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 27</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1681168	NATURE SAVER	
<b>Registration Number:</b>	1787494	NATURE SAVER	
<b>Registration Number:</b>	2118611	NATURE SAVER	
<b>Registration Number:</b>	2361243	COMPUCESSORY	
<b>Registration Number:</b>	2392505	COMPUCESSORY	
<b>Registration Number:</b>	2608477	ITEMINFO.COM	
<b>Registration Number:</b>	2334494	COMPUCESSORY	
<b>Registration Number:</b>	3127658	INTEGRA	
<b>Registration Number:</b>	3198756	ELITE IMAGE	
<b>Registration Number:</b>	3286980	COMPUCESSORY	
<b>Registration Number:</b>	3286981	COMPUCESSORY	
<b>Registration Number:</b>	3529129	L LORELL	
<b>Registration Number:</b>	3529130	LORELL	
<b>Registration Number:</b>	3531958	MYANALYST	
<b>Registration Number:</b>	3670968	GENUINE JOE	
<b>Registration Number:</b>	3769323	BUSINESS SOURCE	
<b>Registration Number:</b>	3916393	COMPUCESSORY	
<b>Registration Number:</b>	4091760	BUSINESS SOURCE	

CH \$690.00 1681168

Property Type	Number	Word Mark
Registration Number:	4108480	SPARCO
Registration Number:	4108484	SPARCO
Registration Number:	4108488	SPARCO
Registration Number:	4108490	SPARCO
Registration Number:	4108491	SPARCO
Registration Number:	4108492	SPARCO
Registration Number:	4145607	SPARCO
Registration Number:	4182299	BUSINESS SOURCE
Registration Number:	5418922	HEROES 4 EDUCATION

**CORRESPONDENCE DATA**

**Fax Number:** 2165790212

*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:** 216-658-7129

**Email:** clkiedrowski@jonesday.com

**Correspondent Name:** Carrie L. Kiedrowski, Jones Day

**Address Line 1:** 901 Lakeside Avenue

**Address Line 4:** Cleveland, OHIO 44114-1190

<b>NAME OF SUBMITTER:</b>	Carrie L. Kiedrowski
<b>SIGNATURE:</b>	/Carrie L. Kiedrowski/
<b>DATE SIGNED:</b>	06/30/2020

**Total Attachments: 6**

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## Trademark Security Agreement

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of June 30, 2020 (this "Agreement"), is made by S.P. RICHARDS COMPANY, a Georgia corporation (the "Grantor"), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

**WHEREAS**, the Grantor and certain of its affiliates, the lenders from time to time party thereto (the "Lenders"), the issuing bank party thereto, the swing bank party thereto, and the Administrative Agent have entered into that certain Credit Agreement, dated as of June 30, 2020 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, the Grantor and certain of its affiliates have entered into that certain Security Agreement, dated as of June 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Security Agreement requires the Grantor to execute and deliver this Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

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

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 pledges 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 I 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.

Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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 Trademark Licenses subject to a security interest hereunder.

Counterparts. This 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.

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 New York.

*(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.

**S.P. RICHARDS COMPANY**

By:   
Name: Michael Maggio  
Title: Chief Executive Officer and President

[Trust/Project All-In – Trademark Security Agreement]

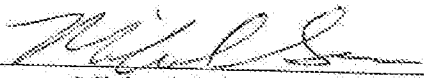
**TRADEMARK**  
**REEL: 006983 FRAME: 0863**

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**TRUIST BANK**

By: \_\_\_\_\_



Name: Michael Grimes

Title: Managing Director

**SCHEDULE I**

**Trademarks and Trademark Licenses**

**I. REGISTERED TRADEMARKS**

<b>Trademark</b>	<b>Jurisdiction(s) and Office Where Registered</b>	<b>Registration Number</b>	<b>Registration Date</b>
NATURE SAVER (mark)	USA (USPTO)	1681168	March 31, 1992
NATURE SAVER (mark)	USA (USPTO)	1787494	August 10, 1993
NATURE SAVER (mark)	USA (USPTO)	2118611	December 9, 1997
COMPUCESSORY & Design (mark)	USA (USPTO)	2361243	June 27, 2000
COMPUCESSORY (mark)	USA (USPTO)	2392505	October 10, 2000
ITEMINFO.COM (mark)	USA (USPTO)	2608477	August 20, 2002
COMPUCESSORY (mark)	USA (USPTO)	2334494	March 28, 2000
INTEGRA (mark)	USA (USPTO)	3127658	August 8, 2006
ELITE IMAGE (mark)	USA (USPTO)	3198756	January 16, 2007
COMPUCESSORY & Design (mark)	USA (USPTO)	3286980	August 28, 2007
COMPUCESSORY (mark)	USA (USPTO)	3286981	August 28, 2007
L LORELL & Design (mark)	USA (USPTO)	3529129	November 4, 2008
LORELL (mark)	USA (USPTO)	3529130	November 4, 2008
MYANALYST (mark)	USA (USPTO)	3531958	November 11, 2008
GENUINE JOE (mark)	USA (USPTO)	3670968	August 18, 2009
BUSINESS SOURCE (mark)	USA (USPTO)	3769323	March 30, 2010
COMPUCESSORY (mark)	USA (USPTO)	3916393	February 8, 2011
BUSINESS SOURCE (mark)	USA (USPTO)	4091760	January 24, 2012
SPARCO (mark)	USA (USPTO)	4108480	March 6, 2012
SPARCO (mark)	USA (USPTO)	4108484	March 6, 2012
SPARCO (mark)	USA (USPTO)	4108488	March 6, 2012
SPARCO (mark)	USA (USPTO)	4108490	March 6, 2012
SPARCO (mark)	USA (USPTO)	4108491	March 6, 2012
SPARCO (mark)	USA (USPTO)	4108492	March 6, 2012

<b>Trademark</b>	<b>Jurisdiction(s) and Office Where Registered</b>	<b>Registration Number</b>	<b>Registration Date</b>
SPARCO (mark)	USA (USPTO)	4145607	May 22, 2012
BUSINESS SOURCE (mark)	USA (USPTO)	4182299	July 31, 2012
HEROES 4 EDUCATION (mark)	USA (USPTO)	5418922	March 6, 2018

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.