

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM592559

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Whitmor, Inc.		08/12/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Truist Bank		
<b>Street Address:</b>	3333 Peachtree Road, N.E., 4th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6009306	WHITMOR	
<b>Registration Number:</b>	3980612	RATTIQUE	
<b>Registration Number:</b>	5307840	SPACEMAKER	
<b>Registration Number:</b>	4709779	EASY-LIFT	
<b>Registration Number:</b>	2943830	RATTIQUE	
<b>Registration Number:</b>	1908527	WHITMOR	
<b>Registration Number:</b>	2909260	SURE-GRIP	
<b>Registration Number:</b>	2907051	SCORCH-COAT	
<b>Registration Number:</b>	2936276	SPACEMAKER	
<b>Registration Number:</b>	2891723	POP AND FOLD	
<b>Registration Number:</b>	3765498	SPACEMAKER	
<b>Registration Number:</b>	3462308	WHITMOR	
<b>Registration Number:</b>	3801220	WHITMOR BRINGING ORGANIZATION HOME	
<b>Registration Number:</b>	3865970	BRINGING ORGANIZATION HOME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		

OP \$365.00 6009306

**Email:** susan.dinicola@hklaw.com,michelle.diaz@hklaw.com  
**Correspondent Name:** Holland & Knight LLP  
**Address Line 1:** 10 St. James Avenue  
**Address Line 4:** Boston, MASSACHUSETTS 02116

**NAME OF SUBMITTER:** Susan C. DiNicola

**SIGNATURE:** /Susan C. DiNicola/

**DATE SIGNED:** 08/18/2020

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is made this 12<sup>th</sup> day of August, 2020, between **TRUIST BANK**, having an office at 3333 Peachtree Road, N.E., 4<sup>th</sup> Floor, Atlanta, Georgia 30326 (together with its successors and assigns "Lender"), and **WHITMOR, INC.**, a Delaware corporation having its principal place of business at 8680 Swinnea Road, Suite 103, Southaven, Mississippi 38671 (the "Company").

### Recitals:

The Company desires to obtain loans and other financial accommodations from Lender pursuant to that certain Revolving Credit Agreement dated as of August 12, 2020, (as at any time amended, the "Credit Agreement") by and between the Company and Lender.

Lender is willing to make loans and other financial accommodations to the Company from time to time pursuant to the terms of the Credit Agreement provided that the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees with Lender as follows:

1. Definitions. Capitalized terms used herein (including those used in the Recitals hereto) shall have the meanings ascribed to them in the Credit Agreement. In addition, the following terms shall have the meanings set forth below:

"Copyrights" shall mean the entire right, title and interest of the Company in and to the copyrights listed on Exhibit A hereto (as the same may be amended from time to time); all continuations, renewals and extensions thereof; all proceeds thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world.

"Full Payment" shall mean full and final payment of the Obligations and termination of the Commitments.

"Material Infringement" shall mean an infringement by a third party that the Company reasonably determines could cause the Company a material loss of revenue or the incurrence of a material cost or expense.

"Patents" shall mean the entire right, title and interest of the Company in and to the patents listed on Exhibit B hereto (as the same may be amended from time to time); all re-issues, divisions, continuations, renewals, and extensions thereof; all proceeds thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world.

"Trademarks" shall mean the entire right, title and interest of the Company in and to the trademarks and service marks listed on Exhibit C hereto (as the same may be amended from time to time); all continuations, renewals and extensions thereof; the goodwill of the Company's

business associated therewith; all proceeds thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world.

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Georgia.

2. Grant of Security Interest. To secure the prompt payment and performance of all of the Obligations, the Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon the Copyrights, Patents and Trademarks.

3. Representations, Warranties and Agreements. The Company represents, warrants and agrees that:

(a) Each Copyright, Patent and Trademark is subsisting, has not been adjudged invalid or unenforceable, and is not subject to any infringement of which a Responsible Officer has actual knowledge;

(b) The Company has, and will continue to have, absolute and exclusive title to each Copyright, Patent and Trademark free and clear of any Liens other than Permitted Liens;

(c) The Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Copyrights, Patents and Trademarks and has made, and will continue to make, all appropriate filings with the Library of Congress, the United States Patent and Trademark Office and any other appropriate filing office in order to maintain protection with respect to each Copyright, Patent and Trademark;

(d) Until Full Payment has been made, the Company shall not enter into any license agreement relating to any Copyright, Patent or Trademark with any Person, except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of the Company in the regular and ordinary course of the Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Company's obligations under this Agreement;

(e) The Company shall use its commercially reasonable efforts to detect any infringement of any Copyright, Patent or Trademark and shall notify Lender in writing of any Material Infringement detected;

(f) The Company shall not abandon any Copyright, Patent or Trademark without the prior written consent of Lender, unless the Company has reasonably determined that such Copyright, Patent or Trademark is no longer material to the conduct of its business; and

(g) The Company has the unqualified right to enter into and perform this Agreement.

4. Additional Copyrights, Patents or Trademarks. If, before Full Payment has been made, the Company obtains rights to, or becomes entitled to the benefit of, (i) any copyrights not listed on Exhibit A hereto, (ii) any patents not listed on Exhibit B hereto or (iii) any trademarks not listed on Exhibit C hereto, the provisions of Section 2 hereof shall automatically apply thereto, and the Company shall give to Lender prompt notice thereof in writing. Furthermore, the Company irrevocably authorizes and empowers Lender to modify this Agreement at any time by amending Exhibit A, Exhibit B and Exhibit C, as appropriate, to include any copyrights, patents or trademarks which the Company gains ownership or control of after the date hereof.

5. Lender's Rights and Remedies. At any time that (i) an Event of Default exists, (ii) any representation or warranty set forth in Section 3 becomes false or (iii) any covenant set forth in Section 3 is not observed by the Company (collectively, the "Triggering Events"), Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any of its rights or remedies under the Credit Agreement or the other Loan Documents.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of any or all of the Copyrights, Patents and Trademarks.

(c) Lender may enforce the Copyrights, Patents and the Trademarks and any license relating to the Patents and the Trademarks. If Lender shall commence any action for such enforcement, the Company shall, at the request of Lender, do any lawful acts and execute any proper documents requested by Lender in aid of such enforcement.

All of Lender's rights and remedies with respect to the Copyrights, Patents and Trademarks, whether established by this Agreement or any of the other Loan Documents or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

6. Power of Attorney. The Company hereby makes, constitutes and appoints Lender or Lender's delegate as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following at any time that a Triggering Event exists: (a) endorse the Company's name on all applications, documents, papers and instruments necessary for Lender to use or continue the maintenance or existence of any of the Copyrights, Patents or Trademarks; (b) grant or issue any exclusive or nonexclusive license with respect to any Copyrights, Patents or Trademarks to any other Person; and (c) assign, pledge, convey or otherwise transfer title in or dispose of any of the Copyrights, Patents or Trademarks to any other Person. The Company hereby ratifies all that Lender, in its capacity as the Company's attorney-in-fact, shall lawfully do or cause to be done by virtue of this Section 6. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment has been made.

7. Limitation of Lender's Obligations. Lender shall have no duty or obligation at any time to protect or preserve any of the Copyrights, Patents or Trademarks.

8. Costs and Expenses. The Company shall pay **on demand** all costs and expenses (including, without limitation, reasonable and actual attorneys' fees and disbursements) incurred by Lender in the preparation of this Agreement or any related documents or incurred by Lender in connection with Lender's taking action under Sections 5 and 6 hereof, or, if any such cost or expense is paid by Lender in its sole discretion, the Company shall reimburse Lender **on demand** (and, until so paid, such amount shall be added to the principal amount of the Obligations and shall bear interest under the terms of the Credit Agreement).

9. No Waiver. No course of dealing between the Company and Lender, nor any failure by Lender to exercise, nor any delay in exercising, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver of any such right, power or privilege. The partial exercise of any right, power or privilege of Lender's shall not preclude any future exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, the same shall

be deemed severed herefrom and shall not in any manner affect such clause or provisions in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. Merger and Modification. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by writing signed by the parties, except as specifically provided in Section 4 hereof.

12. Successor and Assigns; Assignment by the Company. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of the Company. The Company shall not assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Lender, which consent shall not be unreasonably withheld, delayed or conditioned.

13. Notice of Acceptance. The Company hereby waives notice of Lender's acceptance hereof.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

15. Waiver of Trial by Jury. To the fullest extent permitted by applicable law, the Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement, the Copyrights, the Patents or the Trademarks.

[Signatures commence on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first written above.

**WHITMOR, INC.**  
("Company")

By: *[Signature]*  
Name: Peter S. Resenthal  
Title: CEO

Accepted:

**TRUIST BANK**  
("Lender")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first written above.

WHITMOR, INC.  
("Company")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted:

TRUIST BANK  
("Lender")

By:  \_\_\_\_\_  
Name: Marianne Davis  
Title: Assistant Director



**EXHIBIT A**

Copyrights

Description of Copyright	Registration Number	Registration Date
Knit-Stitch Pattern	USCOPYRIGHT VA 002056969	April 18, 2017
Geowheel Pattern	USCOPYRIGHT VA 002049029	April 21, 2017
Whitmor Heart Pattern Design	USCOPYRIGHT VA 002026546	August 12, 2016
Commercial Garment Rack	USCOPYRIGHT VA 002024131	December 8, 2016

**EXHIBIT B**


Patents

Description of Patent	Federal Registration Number	Registration Date
SIDE SUPPORT FOR A CART	US PAT D726987	April 14, 2015
OVER-THE-DOOR HANGING SHELF	US PAT D853746	July 16, 2019
OVER-THE-DOOR HANGING SHELF	US PAT D853745	July 16, 2019
HANGER AND STORAGE UNIT	US PAT D837557	January 8, 2019
SURE GRIP HANGER	US PAT D765432	September 6, 2016
SHOE RACK	US PAT D798067	September 26, 2017
DRYING RACK	US PAT D801613	October 31, 2017
TOTE	US PAT D815834	April 24, 2018
SHOE RACK	US PAT D707978	July 1, 2014
WINDOW BOX STORAGE UNIT	US PAT D838479	January 22, 2019
WIRE SHELVING	US PAT D860691	September 24, 2019
ORGANIZER SHELF	US PAT D844352	April 2, 2019
IRONING ORGANIZER	US PAT D717011	November 4, 2014
VACUUM BAG SEAL CAP	US PAT D845762	April 16, 2019
SHOE RACK	US PAT D723295	March 3, 2015
5-TIER ORGANIZER	US PAT D869162	December 10, 2019
TWO-TIER GARMENT RACK	US PAT D750401	March 1, 2016
HANGER	US PAT D723290	March 3, 2015
TOTE	US PAT D841329	February 26, 2019
TIERED HANGER	US PAT D844335	April 2, 2019
DOUBLE ROD GARMENT RACK	US PAT D753940	April 19, 2016
MULTI-ORIENTATION STACKING RISER	US PAT D661575	June 12, 2012
TIERED HANGER	US PAT D873035	January 21, 2020
SHOE RACK	US PAT D841374	February 26, 2019
IRONING BOARD LOCK	US PAT D801160	October 31, 2017
3-TIER SHELVING UNIT	US PAT D759997	June 28, 2016
OVER-THE-DOOR STORAGE ORGANIZER	US PAT 10568421	February 25, 2020
CONNECTOR APPARATUS	US PAT 10561236	February 18, 2020
HANGER AND STORAGE UNIT	US PAT 10398223	September 3, 2019
SHOE RACK	US PAT 9756939	September 12, 2017

Description of Patent	Federal Registration Number	Registration Date
DRYING RACK	US PAT 10557227	February 11, 2020
SHOE RACK	US PAT 10499733	December 10, 2019
ALPHABET TOTE	US PAT D756651	May 24, 2016
OVER THE DOOR IRONING BOARD	US PAT D814132	March 27, 2018
WARDROBE WITH STORAGE COMPARTMENTS	US PAT D887188	June 16, 2020
CLOTHES CLIP	US PAT D549417	August 21, 2007
FOLDING SHOE RACK	US PAT 7762406	July 27, 2010
POCKET ASSEMBLY FOR MULTIPLE SHOE RACK BAG	US PAT 6467613	October 22, 2002
SHOE RACK	US PAT D587490	March 3, 2009
SHOE RACK	US PAT D598218	August 18, 2009
UNIVERSAL IRONING BOARD COVER WITH UNIVERSAL TENSIONING SYSTEM AND DUAL NOSE POCKET	US PAT 6763621	July 20, 2004

**EXHIBIT C**

Trademarks

Description of Trademark	Federal Registration Number	Registration Date
WHITMOR	FEDTM 6009306	March 10, 2020
RATTIQUE	FEDTM 3980612	June 21, 2011
SPACEMAKER	FEDTM 5307840	October 10, 2017
EASY-LIFT	FEDTM 4709779	March 24, 2015
RATTIQUE	FEDTM 2943830	April 26, 2005
WHITMOR	FEDTM 1908527	August 1, 1995
SURE-GRIP	FEDTM 2909260	December 7, 2004
<b>SCORCH-CO</b>	FEDTM 2907051	November 30, 2004
SPACEMAKI	FEDTM 2936276	March 29, 2005
POP AND FOLD	FEDTM 2891723	October 5, 2004
SPACEMAKER	FEDTM 3765498	March 23, 2010
WHITMOR	FEDTM 3462308	July 8, 2008
 whitmor bringing organization to you	FEDTM 3801220	June 8, 2010
BRINGING ORGANIZATION TO YOU	FEDTM 3865970	October 19, 2010