

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ShelfGenie Franchise Systems, LLC		12/09/2020	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	90148535	CG	
Serial Number:	90148540	CG CLOSETGENIE POWERED BY SHELFGENIE	
Serial Number:	90145432	CLOSETGENIE	
Registration Number:	4823802	EVERYTHING WITHIN REACH	
Registration Number:	4312756	SHELFGENIE DESIGNED TO TRANSFORM	
Registration Number:	4312757	SHELFGENIE DESIGNED TO TRANSFORM	
Serial Number:	86093086	SHELFGENIE	
Registration Number:	4787239	SHELFGENIE EVERYTHING WITHIN REACH	
Registration Number:	3546185	SHELFGENIE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		

CH \$240.00 90148535

ATTORNEY DOCKET NUMBER:	70575 / 032
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	12/10/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of December 9, 2020 is made by the Grantors (as identified below), in favor of Ares Capital Corporation, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, SHELFGENIE FRANCHISE SYSTEMS, LLC, a Georgia limited liability company (“**Grantor**”), owns the Trademark Collateral (as defined below and as set forth in the schedule attached hereto); and

WHEREAS, the Grantor is party to a Security Agreement, dated as of May 31, 2018 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantors to the Collateral Agent pursuant to the Security Agreement, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): all Trademarks (as defined in the Security Agreement) owned by the Grantor, and all goodwill of Grantor’s business symbolized by such Trademarks (including, without limitation, the trademarks registered by or applied for in an IP Filing Office set forth on Schedule A annexed hereto).

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder or under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing (and acceptance by the United States Patent and Trademark Office) of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Upon the Termination Date (as defined in the Security Agreement), the security interest granted hereby shall automatically terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to the Grantor (as applicable), all without delivery of any instrument or performance of any act by any Person; provided, however, at the Grantor’s request, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing confirming the release and termination of the security interest in the Trademark Collateral granted hereby for filing with the relevant IP Filing Office.

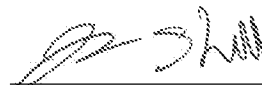
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

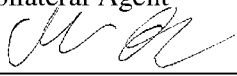
SHELFGENIE FRANCHISE SYSTEMS, LLC

By: 
Name: Jon Shell
Title: Treasurer

[Signature Page to IP Security Agreement]

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as the Collateral Agent

By:  _____

Name: Mark Affolter

Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

A. ShelfGenie Holding LLC:

No.	Trademark	Serial No./ Registration No.	Application Date/ Registration Date
1.	NONE		

B. G-O Manufacturing, LLC

No.	Trademark	Serial No./ Registration No.	Application Date/ Registration Date
1.	NONE		

C. ShelfGenie Franchise Systems, LLC

No.	Trademark	Serial No./ Registration No.	Application Date/ Registration Date
1.	CG & Design	90148535	Aug 31, 2020 / Pending
2.	CG CLOSETGENIE POWERED BY SHELFGENIE & Design	90148540	Aug 31, 2020 / Pending
3.	CLOSETGENIE	90145432	Aug 28, 2020 / Pending
4.	EVERYTHING WITHIN REACH	86434014 / 4823802	Oct 24, 2014 / Sep 29, 2015
5.	SHELF GENIE DESIGNED TO TRANSFORM & Design	85697476 / 4312756	Aug 7, 2012 / Apr 2, 2013
6.	SHELF GENIE DESIGNED TO TRANSFORM & Design	85697478 / 4312757	Aug 7, 2012 / Apr 2, 2013
7.	SHELFGENIE	86093086 / 4537493	Oct 16, 2013 / May 27, 2014
8.	SHELFGENIE EVERYTHING WITHIN REACH	86334407/ 4787239	Jul 11, 2014 /Aug 4, 2015
9.	SHELFGENIE EVERYTHING WITHIN REACH	77388393 / 3546185	Feb. 5, 2008 / Dec 16, 2008

