

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616402

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Inmark, LLC		12/23/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BSP Agency, LLC
Street Address:	9 West 57th Street, Suite 4700
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4833211	FORTIS
Registration Number:	4833212	SEPIO
Registration Number:	4847211	VOLO
Registration Number:	5375701	DOUBLE NECK DMP
Registration Number:	5129746	IMPERIUM
Registration Number:	4884912	INMARK
Registration Number:	5015647	INMARK
Registration Number:	4884909	INMARK
Registration Number:	4884911	INMARK
Registration Number:	4884910	INMARK
Registration Number:	4873730	INMARK
Registration Number:	5015650	INMARK
Registration Number:	4873731	INMARK
Registration Number:	4873732	INMARK
Registration Number:	4873733	INMARK
Registration Number:	5633183	PERFECTPOURTION
Registration Number:	2062281	BIO FREEZE
Registration Number:	1968327	EXAKT-PAK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2172360	IDS
Registration Number:	4126705	INTEMP
Registration Number:	5393111	RACIRE
Registration Number:	6020733	DG SUPPLIES
Serial Number:	88637157	GENTOO
Serial Number:	88637159	GENTOO
Serial Number:	88637160	GENTOO

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Mica Michelle Rollock, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: NEW YORK, NEW YORK 10022

NAME OF SUBMITTER:	Mica Michelle Rollock
SIGNATURE:	/Mica Michelle Rollock/
DATE SIGNED:	12/23/2020

Total Attachments: 6

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of December 23, 2020, made by INMARK, LLC, a Delaware limited liability company and having a principal place of business at 675 Hartman Road, Suite 100, Austell, Georgia 30168 (“Grantor”), in favor of BSP Agency, LLC, having a principal place of business at 9 West 57th Street, Suite 4700, New York, NY10019, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Arctic Midco, LLC, a Delaware limited liability company (“ Holding”), Arctic Holdco, LLC, a Delaware limited liability company (the “Borrower”), the Collateral Agent, the several banks and other financial institutions from time to time parties thereto (collectively, the “Lenders”), and Benefit Street Partners L.L.C., as administrative agent for the Lenders, the Lenders have severally agreed to make Loans and other extensions of credit (collectively, the “Loans”) to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors, Holding, the Borrower, and certain Subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed opposite such Grantor’s name on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and

all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except that no security interest is or will be granted pursuant hereto in any right, title or interest of such Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 2. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall prevail.

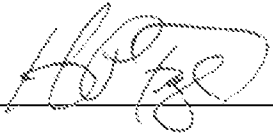
SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

* * *

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

INMARK, LLC


By:  _____

Name: Harold Franze

Title: President and Chief Executive Officer

Acknowledged and Agreed to as of
the date hereof by:

BSP AGENCY, LLC,
as Collateral Agent and Administrative Agent

By:  _____

Name: Mike Frick

Title: Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS

Registered Owner	Mark	Application Number	Registration Number	Registration Date
Inmark, LLC	IMPERIUM	26253002	26253002 (Registered)	October 28, 2018
Inmark, LLC	IMPERIUM ELITE	26253001	26253001 (Registered)	October 28, 2018
Inmark, LLC	IMPERIUM PLUS	26253000	26253000 (Registered)	October 28, 2018
Inmark, LLC	FORTIS	86/360,056	4,833,211 (Registered)	October 12, 2015
Inmark, LLC	SEPIO	86/360,063	4,833,212 (Registered)	October 13, 2015
Inmark, LLC	VOLO	86/360,049	4,847,211 (Registered)	November 3, 2015
Inmark, LLC	DOUBLE NECK DMP	86/696,778	5,375,701 (Registered)	January 9, 2018
Inmark, LLC	IMPERIUM	86/638,264	5,129,746 (Registered)	January 24, 2017
Inmark, LLC	INMARK	86/622,238	4,884,912 (Registered)	January 12, 2016
Inmark, LLC	INMARK	86/622,241	5,015,647 (Registered)	August 9, 2016
Inmark, LLC	INMARK	86/622,223	4,884,909 (Registered)	January 12, 2016
Inmark, LLC	INMARK	86/622,235	4,884,911 (Registered)	January 12, 2016
Inmark, LLC	INMARK	86/622,229	4,884,910 (Registered)	January 12, 2016
Inmark, LLC	INMARK & Design	86/624,933	4,873,730 (Registered)	December 22, 2015
Inmark, LLC	INMARK & Design	86/624,935	5,015,650 (Registered)	August 9, 2016
Inmark, LLC	INMARK & Design	86/624,939	4,873,731 (Registered)	December 22, 2015
Inmark, LLC	INMARK & Design	86/624,946	4,873,732	December 22, 2015

Registered Owner	Mark	Application Number	Registration Number	Registration Date
			(Registered)	
Inmark, LLC	INMARK & Design	86/624,952	4,873,733 (Registered)	December 22, 2015
Inmark, LLC	PERFECTPOURTION	86/696,770	5,633,183 (Registered)	December 18, 2018
Inmark, LLC	BIO FREEZE	75/032,685	2,062,281 (Registered)	May 13, 1997
Inmark, LLC	EXAKT-PAK	74/662,277	1,968,327 (Registered)	April 16, 1996
Inmark, LLC	IDS	75/202,479	2,172,360 (Registered)	July 14, 1998
Inmark, LLC	INTEMP	85/253,584	4,126,705 (Registered)	April 10, 2012
Inmark, LLC	RACIRE (Stylized)	87/062,530	5,393,111 (Registered)	January 30, 2018
Inmark, LLC	DG SUPPLIES	88/352,174	6,020,733 (Registered)	March 24, 2020
Inmark, LLC	GENTOO	88/637,157 (Allowed)	N/A	N/A
Inmark, LLC	GENTOO	88/637,159 (Allowed)	N/A	N/A
Inmark, LLC	GENTOO	88/637,160 (Allowed)	N/A	N/A