

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617816

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRADY COMPANIES, LLC		12/31/2020	Limited Liability Company: NEVADA
BRADY INDUSTRIES, LLC		12/31/2020	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4698915	BRADY	
Registration Number:	4663280	SOFTONE	
Registration Number:	5123414	EMERALD OASIS	
Registration Number:	3611421	MISSION: EARTH	
Registration Number:	4105891	MISSION: EARTH	
Registration Number:	4090637	MISSION: EARTH	
Registration Number:	3775867	MISSION: EARTH	
Registration Number:	5474874		
Registration Number:	5474871	EMERALD OASIS	
Registration Number:	5474862	MISSION	
Registration Number:	6002076	MISSION	
Registration Number:	6006706	MISSION: EARTH	
Registration Number:	6002073	MISSION: EARTH	
Registration Number:	6006707		
Serial Number:	90109954	SOFTONE	
CORRESPONDENCE DATA			

CH \$390.00 4698915

TRADEMARK

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	42845.00013
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NAME OF SUBMITTER:	Javier J. Ramos
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SIGNATURE:	/Javier J. Ramos/
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DATE SIGNED:	12/31/2020
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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 31, 2020, made by BRADY COMPANIES, LLC, a Nevada limited liability company, and BRADY INDUSTRIES, LLC, a Nevada limited liability company, each having a principal place of business at 5496 Lindbergh Lane, Bell, California 90201 (each, a “Grantor”), in favor of OWL ROCK CAPITAL CORPORATION, a Maryland corporation, having a principal place of business at 399 Park Avenue, 38th Floor, New York, NY 10022, 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 November 22, 2019 (as amended by Amendment No. 1 to Credit Agreement, dated as of February 21, 2020, Amendment No. 2 to Credit Agreement, dated as of December 31, 2020, and as may be further amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among Individual FoodService Holdings, 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 Owl Rock Capital Corporation, 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;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain Subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as November 22, 2019 (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Collateral Agent;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered an assumption agreement, dated as of the date hereof, in favor of the Collateral Agent, to become a party to the Guarantee and Collateral Agreement;

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 such 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 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.

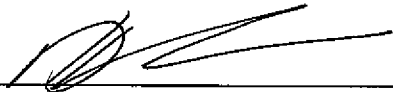
SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

* * *

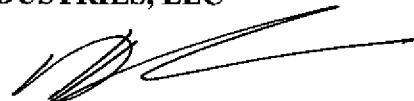
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its representative thereunto duly authorized as of the day and year first above written.

BRADY COMPANIES, LLC

By: 
Name: Nigel Kershaw
Title: Authorized Person

BRADY INDUSTRIES, LLC


By: 
Name: Nigel Kershaw
Title: Authorized Person

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007152 FRAME: 0816

Acknowledged and Agreed to as of
the date hereof by:

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent and Administrative Agent

By:  _____
Name: Alexis Maged
Title: Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS

Registered Owner	Mark	Jurisdiction	Filing or Registration Number	Date of Issuance
Brady Industries, LLC	BRADY	Nevada	4,698,915	March 10, 2015
Brady Industries, LLC	SOFTONE	Nevada	4,663,280	December 30, 2014
Brady Industries, LLC	SOFTONE	Nevada	90109954	August 12, 2020
Recordation of assignment from The Carlson Company to Brady Companies, LLC in process	Emerald Oasis	California	5,123,414	January 17, 2017
Recordation of assignment from The Carlson Company to Brady Companies, LLC in process	Mission: Earth	California	3,611,421	April 28, 2009
Recordation of assignment from The Carlson Company to Brady Companies, LLC in process	Mission: Earth	California	4,105,891	February 28, 2012
Recordation of assignment from The Carlson Company to Brady Companies, LLC in process	Mission: Earth	California	4,090,637	January 24, 2012
Recordation of assignment from The Carlson Company to Brady Companies, LLC in process	Mission: Earth	California	3,775,867	April 13, 2010
Recordation of assignment from The Carlson Company to Brady Companies, LLC in process	Planet Graphic	California	5,474,874	May 22, 2018
Recordation of assignment from The Carlson Company to Brady Companies, LLC in process	Emerald Oasis	California	5,474,871	May 22, 2018
Recordation of assignment from The Carlson Company	Mission	California	5,474,862	May 22, 2018

Registered Owner	Mark	Jurisdiction	Filing or Registration Number	Date of Issuance
to Brady Companies, LLC in process				
Recordation of assignment from The Carlson Company to Brady Companies, LLC in process	Mission	California	6,002,076	March 3, 2020
Recordation of assignment from The Carlson Company to Brady Companies, LLC in process	Mission: Earth	California	6,006,706	March 10, 2020
Recordation of assignment from The Carlson Company to Brady Companies, LLC in process	Mission: Earth	California	6,002,073	March 3, 2020
Recordation of assignment from The Carlson Company to Brady Companies, LLC in process	Planet Graphic	California	6,006,707	March 10, 2020