

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM628459

<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>
Household Essentials, LLC		02/26/2020	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CCP AGENCY, LLC, as Agent		
<b>Street Address:</b>	525 Okeechobee Boulevard		
<b>Internal Address:</b>	Suite 1050		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88114283	STOW AWAY	
<b>Serial Number:</b>	86836706	RHEA	
<b>Serial Number:</b>	86357408	STOW AWAY	
<b>Serial Number:</b>	86357418	STOW AWAY	
<b>Serial Number:</b>	86212922	IRON 'N FOLD	
<b>Serial Number:</b>	86213051	IRON 'N FOLD	
<b>Serial Number:</b>	86196015	MIGHTYSTOR	
<b>Serial Number:</b>	85576925	CEDAR FRESH	
<b>Serial Number:</b>	85562840	DESIGN TREND	
<b>Serial Number:</b>	85467548	SUNLINE	
<b>Serial Number:</b>	77949757	FIBERTECH	
<b>Serial Number:</b>	77943007	HE	
<b>Serial Number:</b>	77943011	HOUSEHOLD ESSENTIALS	
<b>Serial Number:</b>	77312127	NANOMAX	
<b>Serial Number:</b>	77023699	STOW AWAY	
<b>Serial Number:</b>	77023716	STOW AWAY	
<b>Serial Number:</b>	78704090	VISION	
<b>Serial Number:</b>	78704094	WINDOW VISION	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Serial Number:	78380838	KRUSH CONTAINER
Serial Number:	78380964	LOCK-UPS
Serial Number:	75250020	HANDY BOARD
Serial Number:	73768818	IN TRANSIT
Serial Number:	73680412	DESIGN TREND

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 212.940.6562  
**Email:** joanne.arnold@katten.com  
**Correspondent Name:** Joanne BL Arnold  
**Address Line 1:** Katten  
**Address Line 2:** 575 Madison Avenue  
**Address Line 4:** New York, NEW YORK 10022-2585

<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold
<b>SIGNATURE:</b>	/Joanne BL Arnold/
<b>DATE SIGNED:</b>	02/26/2021

**Total Attachments: 6**  
source=Comvest\_Regent - Trademark Security Agreement (Household Essentials) (Executed)#page1.tif  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of February 26, 2021, by Household Essentials, LLC, a Missouri limited liability company ("Grantor"), in favor of CCP AGENCY, LLC, a Delaware limited liability company, as Agent (as defined in the Credit Agreement, as defined below), for itself, the other Lenders (as defined in the Credit Agreement) and the other Secured Persons (as defined in the Collateral Agreement, defined below).

### WITNESSETH:

WHEREAS, the Borrower, the other Loan Parties party thereto, the Lenders and the Agent have entered into a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which provides for, among other things, for the Lenders to make various loans and extensions of credit to the Borrower from time to time pursuant to the terms and conditions of the Credit Agreement.

WHEREAS, Grantor, the other grantors from time to time parties thereto and Agent have entered into a Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), pursuant to which, among other things, Grantor is required to secure all of the Obligations (as defined in the Credit Agreement) by granting to the Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, liens and security interests on substantially all of Grantor's assets;

WHEREAS, pursuant to the Collateral Agreement, Grantor granted to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, a continuing security interest in, lien on, and right of set-off against all Trademarks (as defined in the Collateral Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants, pledges and collaterally assigns to the Agent, for the benefit of the Secured Persons, a security interest in all of Grantor's right, title and interest in:

(a) Grantor's Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and

(b) all Proceeds and products thereof, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with such Trademarks.

3. **COLLATERAL AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. **MODIFICATION OF AGREEMENT.** This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Collateral Agreement. Notwithstanding the foregoing, the Agent, upon written notification to the Grantor, may modify this Agreement by amending Schedule A hereto to include reference to any right, title or interest in any Trademarks currently owned by Grantor or any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

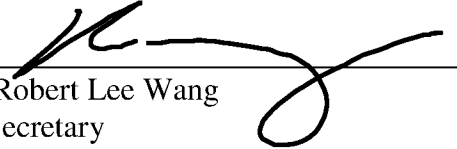
5. **COUNTERPARTS.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed by signatures delivered by facsimile or electronic mail, each of which shall be fully binding on the signing party.

6. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).**

[Signature Pages Follow]

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

HOUSEHOLD ESSENTIALS, LLC,  
a Missouri limited liability company

By:   
Name: Robert Lee Wang  
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

CCP AGENCY, LLC, as Agent




By: Comvest Capital Advisors LLC,  
Its Sole Member

By:   
Name: Dan Lee  
Title: Partner

**SCHEDULE A**

**Trademarks**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status of Mark</b>	<b>Owner/Applicant</b>
STOW AWAY	88114283	9/12/18	5900464	11/5/19	Registered	Household Essentials, LLC
RHEA	86836706	12/2/15	5060994	10/11/16	Registered	Household Essentials, LLC
STOW AWAY	86357408	8/5/14	4829925	10/13/15	Registered	Household Essentials, LLC
<b>stowaway</b>	86357418	8/5/14	4829926	10/13/15	Registered	Household Essentials, LLC
IRON 'N FOLD	86212922	3/6/14	4683870	2/10/15	Registered	Household Essentials, LLC
<b>iron 'n fold</b>	86213051	3/6/14	4691030	2/24/15	Registered	Household Essentials, LLC
MIGHTYSTOR	86196015	2/18/14	4644056	11/25/14	Registered	Household Essentials, LLC
CEDAR FRESH	85576925	3/22/12	4356377	6/25/13	Registered	Household Essentials, LLC
DESIGN TREND	85562840	3/7/12	4398533	9/10/13	Registered	Household Essentials, LLC
SUNLINE	85467548	11/8/11	4135636	5/1/12	Registered	Household Essentials, LLC
FIBERTECH	77949757	3/3/10	3902000	1/4/11	Registered	Household Essentials, LLC

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
	77943007	2/23/10	4003341	7/26/11	Registered	Household Essentials, LLC
HOUSEHOLD ESSENTIALS	77943011	2/23/10	3999090	7/19/11	Registered	Household Essentials, LLC
NANOMAX	77312127	10/24/07	3661546	7/28/09	Renewed (Registered)	Household Essentials, LLC
STOW AWAY	77023699	10/18/06	3561556	1/13/09	Renewed (Registered)	Household Essentials, LLC
	77023716	10/18/06	3454373	6/24/08	Renewed (Registered)	Household Essentials, LLC
VISION	78704090	8/31/05	3269867	7/24/07	Renewed (Registered)	Household Essentials, LLC
WINDOW VISION	78704094	8/31/05	3482172	8/5/08	Renewed (Registered)	Household Essentials, LLC
KRUSH CONTAINER	78380838	3/9/04	3009592	10/25/05	Renewed (Registered)	Household Essentials, LLC
LOCK-UPS	78380964	3/9/04	2979904	7/26/06	Renewed (Registered)	Household Essentials, LLC
HANDY BOARD	75250020	3/3/97	2181986	8/18/98	Renewed (Registered)	Household Essentials, LLC
	73768818	12/12/88	1598598	5/29/90	Renewed (Registered)	Household Essentials, LLC
DESIGN TREND	73680412	8/21/87	1485300	4/19/88	Renewed (Registered)	Household Essentials, LLC