

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665705

| | | | |
|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AMERICAN TEX-CHEM CORPORATION | | 08/03/2021 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | GRAYCLIFF MEZZANINE II LP, as Administrative Agent | | |
| Street Address: | 500 Fifth Avenue | | |
| Internal Address: | 47th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10110 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3222995 | AMTEX | |
| Registration Number: | 3648921 | AMTEX | |
| Registration Number: | 3124875 | RAINBREEZE | |
| Registration Number: | 3016096 | RAINBREEZE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6123408827 | | |
| <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: | 612-492-6819 | | |
| Email: | ip.docket@dorsey.com | | |
| Correspondent Name: | Evan P. Everist, Dorsey & Whitney LLP | | |
| Address Line 1: | 50 South Sixth Street | | |
| Address Line 2: | Suite 1500 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402-1498 | | |
| NAME OF SUBMITTER: | Evan Everist | | |
| SIGNATURE: | /Evan Everist/ | | |
| DATE SIGNED: | 08/06/2021 | | |
| Total Attachments: 6 | | | |

OP \$115.00 3222995

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source=(Executed) Graycliff - Amtex (American Tex-Chem) - Amended and Restated Agreement (Trademark) (2021)-v2#page6.tif

THIS INSTRUMENT IS SUBJECT TO THE TERMS OF AN AMENDED AND RESTATED SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF AUGUST 3, 2021 (AS THE SAME MAY BE AMENDED, RESTATED, OR SUPPLEMENTED FROM TIME TO TIME), IN FAVOR OF CIBC BANK USA, AS SENIOR AGENT (AS DEFINED THEREIN) AND THE SENIOR CREDITORS (AS DEFINED THEREIN), AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF SUCH SUBORDINATION AND INTERCREDITOR AGREEMENT.

AMENDED AND RESTATED AGREEMENT

(Trademark)

THIS AMENDED AND RESTATED AGREEMENT (TRADEMARK) (this "Agreement"), dated as of August 3, 2021, between the undersigned (the "Grantor") and Graycliff Mezzanine II LP, a Delaware limited partnership, as administrative agent for the Lenders (as defined below) (the "Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of August 3, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among AMTEX Supply Holdings, Inc., American Tex-Chem Corporation, Axis Global Solutions, Inc., Inifiniti Brands, Inc. and Consolidated Hospitality Supplies, LLC (collectively, the "Borrowers"), the lenders from time to time signatory thereto (each, individually a "Lender", and collectively, the "Lenders") and the Secured Party, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make loans to the Borrowers, as provided therein; and

B. WHEREAS, as a condition precedent to the making of the loans under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans (including the initial loan) to the Borrowers pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment

and performance when due of all of the Obligations, Grantor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Grantor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person (as defined in the Credit Agreement) in connection with any of the Trademarks or such other Person's names or trademarks, whether Grantor is a licensor or a licensee under any such license agreement, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Credit Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Credit Agreement as security for the discharge and performance of the Obligations. The Credit Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Grantor, execute and deliver to the Grantor a proper instrument or instruments acknowledging the release of the security interest and Liens (as defined in the Credit Agreement) established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 18.11 of the Credit Agreement.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

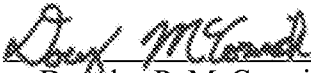
SECTION 8. Amendment and Restatement. This Agreement amends, restates and replaces that certain Agreement (Trademark) dated December 22, 2017 executed by Grantor in favor of Security Party, as amended, provided, however, nothing contained herein shall impair the lien and security interests granted thereunder which liens and security interests shall continue in full force and effect.

[Remainder of Page Intentionally Left Blank]

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

GRANTOR:

AMERICAN TEX-CHEM CORPORATION

By: 
Name: Douglas P. McCormick
Title: Chairman

SECURED PARTY:

GRAYCLIFF MEZZANINE II LP,
as Administrative Agent

By: Graycliff SBIC Investors GP LP,
its general partner

By: Graycliff SBIC Partners GP LP,
its general partner

By:

Name: Stephen Hindmarch

Title: Managing Director

SCHEDULE 1.1

TRADEMARK COLLATERAL

U.S. Trademarks:

| Trademark | Registered Owner | Application # | Application Date | Registration # | Registration Date |
|------------------|-------------------------------|----------------------|-------------------------|-----------------------|--------------------------|
| AMTTEX | American Tex-Chem Corporation | 78/902,934 | June 7, 2006 | 3,222,995 | March 27, 2007 |
| AMITEX | American Tex-Chem Corporation | 78/903,240 | June 7, 2006 | 3,648,921 | June 30, 2009 |
| RAINBREEZE | American Tex-Chem Corporation | 78/582,550 | March 8, 2005 | 3,124,875 | August 1, 2006 |
| RAINBREEZE | American Tex-Chem Corporation | 78/211,179 | February 5, 2003 | 3,016,096 | November 15, 2005 |

Trademark Licenses:

None.

Trademark Secrets:

None.