

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679373

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S.P. RICHARDS COMPANY		10/05/2021	Corporation: GEORGIA
SPR PROCUREMENT COMPANY		10/05/2021	Corporation: GEORGIA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	125 High St., 11th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1671540	SPARCO
Registration Number:	1681168	NATURE SAVER
Registration Number:	1787494	NATURE SAVER
Registration Number:	2118611	NATURE SAVER
Registration Number:	2361243	COMPUCESSORY
Registration Number:	2392505	COMPUCESSORY
Registration Number:	2608477	ITEMINFO.COM
Registration Number:	2334494	COMPUCESSORY
Registration Number:	3127658	INTEGRA
Registration Number:	3198756	ELITE IMAGE
Registration Number:	3286980	COMPUCESSORY
Registration Number:	3286981	COMPUCESSORY
Registration Number:	3529129	L LORELL
Registration Number:	3529130	LORELL
Registration Number:	3531958	MYANALYST
Registration Number:	3670968	GENUINE JOE
Registration Number:	3769323	BUSINESS SOURCE
Registration Number:	3916393	COMPUCESSORY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4091760	BUSINESS SOURCE
Registration Number:	4108480	SPARCO
Registration Number:	4108484	SPARCO
Registration Number:	4108488	SPARCO
Registration Number:	4108490	SPARCO
Registration Number:	4108491	SPARCO
Registration Number:	4108492	SPARCO
Registration Number:	4145607	SPARCO
Registration Number:	4182299	BUSINESS SOURCE
Registration Number:	5418922	HEROES 4 EDUCATION
Registration Number:	2362649	COMPUCESSORY
Registration Number:	2595274	ELITE IMAGE
Registration Number:	2889419	ELITE IMAGE
Registration Number:	3147149	E ELITE IMAGE
Registration Number:	6198898	GENUINE JOE
Serial Number:	90747274	EVERYDAY GENUINE JOE

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.

Email: kareem.ansley@blankrome.com

Correspondent Name: Kareem Ansley

Address Line 1: BLANK ROME LLP

Address Line 2: 717 TEXAS AVENUE, SUITE 1400

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER: 155656-01018

NAME OF SUBMITTER: Kareem Ansley

SIGNATURE: /KAREEM ANSLEY/

DATE SIGNED: 10/06/2021

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Trademark Security Agreement”) is made this 5th day of October, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 5, 2021 (as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Credit Agreement”), by and among S.P. RICHARDS COMPANY, a Georgia corporation, as S.P. Richards Company (“Parent”, and together with those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a “Borrower” and individually and collectively, jointly and severally, as the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 5, 2021 (including all annexes, exhibits or schedules thereto, as amended, amended and restated, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

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

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (hereinafter referred to as the “Security Interest”) in all of such Grantor’s right,

title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. This Trademark Security Agreement and any notices delivered under this Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Any party delivering an executed counterpart of this Trademark Security

Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

S.P. RICHARDS COMPANY

By: Michael Maggio
Name: Michael Maggio
Title: Chief Executive Officer and President

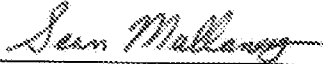
SPR PROCUREMENT COMPANY

By: Michael Maggio
Name: Michael Maggio
Title: Chief Executive Officer and President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Name: Sean Mullaney
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
S.P. Richards Company	United States	SPARCO	1671540	January 14, 1992
S.P. Richards Company	United States	NATURE SAVER	1681168	March 31, 1992
S.P. Richards Company	United States	NATURE SAVER	1787494	August 10, 1993
S.P. Richards Company	United States	NATURE SAVER	2118611	December 9, 1997
S.P. Richards Company	United States	COMPUCESSORY & Design	2361243	June 27, 2000
S.P. Richards Company	United States	COMPUCESSORY	2392505	October 10, 2000
S.P. Richards Company	United States	ITEMINFO.COM	2608477	August 20, 2002
S.P. Richards Company	United States	COMPUCESSORY	2334494	March 28, 2000
S.P. Richards Company	United States	INTEGRA	3127658	August 8, 2006
S.P. Richards Company	United States	ELITE IMAGE	3198756	January 16, 2007

S.P. Richards Company	United States	COMPUCESSORY & Design	3286980	August 28, 2007
S.P. Richards Company	United States	COMPUCESSORY	3286981	August 28, 2007
S.P. Richards Company	United States	L LORELL & Design	3529129	November 4, 2008
S.P. Richards Company	United States	LORELL	3529130	November 4, 2008
S.P. Richards Company	United States	MYANALYST	3531958	November 11, 2008
S.P. Richards Company	United States	GENUINE JOE	3670968	August 18, 2009
S.P. Richards Company	United States	BUSINESS SOURCE	3769323	March 30, 2010
S.P. Richards Company	United States	COMPUCESSORY	3916393	February 8, 2011
S.P. Richards Company	United States	BUSINESS SOURCE	4091760	January 24, 2012
S.P. Richards Company	United States	SPARCO	4108480	March 6, 2012
S.P. Richards Company	United States	SPARCO	4108484	March 6, 2012
S.P. Richards Company	United States	SPARCO	4108488	March 6, 2012

S.P. Richards Company	United States	SPARCO	4108490	March 6, 2012
S.P. Richards Company	United States	SPARCO	4108491	March 6, 2012
S.P. Richards Company	United States	SPARCO	4108492	March 6, 2012
S.P. Richards Company	United States	SPARCO	4145607	May 22, 2012
S.P. Richards Company	United States	BUSINESS SOURCE	4182299	July 31, 2012
S.P. Richards Company	United States	HEROES 4 EDUCATION	5418922	March 6, 2018
S.P. Richards Company	United States	COMPUCESSORY	2362649	June 27, 2000
S.P. Richards Company	United States	ELITE IMAGE	2595274	July 16, 2002
S.P. Richards Company	United States	ELITE IMAGE	2889419	September 28, 2004
S.P. Richards Company	United States	E ELITE IMAGE and Design	3147149	September 26, 2006
S.P. Richards Company	United States	GENUINE JOE	6198898	November 17, 2020
S.P. Richards Company	United States	EVERYDAY GENUINE JOE	90747274	June 1, 2021

S.P. Richards Company	Great Britain (Intellectual Property Office)	GENUINE JOE	UK00003034 626	May 9, 2014
S.P. Richards Company	Great Britain (Intellectual Property Office)	BUSINESS SOURCE	UK00003034 633	May 9, 2014
S.P. Richards Company	Great Britain (Intellectual Property Office)	LORELL (mark)	UK00003034 636	May 9, 2014
S.P. Richards Company	Great Britain (Intellectual Property Office)	COMPUCESSORY LOGO	UK00900689 075	September 6, 1999
S.P. Richards Company	Great Britain (Intellectual Property Office)	COMPUCESSORY	UK00900690 057	June 28, 1999
S.P. Richards Company	China (Chinese Intellectual Property Office)	GENUINE JOE	22850264	February 28, 2018
S.P. Richards Company	Canada (Canadian Intellectual Property Office)	COMPUCESSORY & Design (mark)	TMA659183	February 16, 2006
S.P. Richards Company	Canada (Canadian Intellectual Property Office)	ELITE IMAGE (mark)	TMA655231	December 16, 2005
S.P. Richards Company	Canada (Canadian Intellectual Property Office)	GENUINE JOE & Design (mark)	TMA918947	October 30, 2015
S.P. Richards Company	Canada (Canadian Intellectual Property Office)	GENUINE JOE (mark)	TMA912855	September 1, 2015
S.P. Richards Company	Canada (Canadian Intellectual Property Office)	COMPUCESSORY (mark)	TMA658851	February 14, 2006
S.P. Richards Company	Canada (Canadian Intellectual Property Office)	NATURE SAVER (mark)	TMA658440	February 9, 2006

S.P. Richards Company	Canada (Canadian Intellectual Property Office)	LORELL & Design (mark)	TMA666823	June 30, 2006
S.P. Richards Company	Canada (Canadian Intellectual Property Office)	LORELL (mark)	TMA666780	June 30, 2006
S.P. Richards Company	Canada (Canadian Intellectual Property Office)	SPARCO (mark)	TMA691773	July 10, 2007
S.P. Richards Company	Canada (Canadian Intellectual Property Office)	INTEGRA (mark)	TMA665574	June 2, 2006
S.P. Richards Company	Australia (IP Australia)	GENUINE JOE (mark)	1620468	May 1, 2014
S.P. Richards Company	Australia (IP Australia)	GENUINE JOE & Design (mark)	1620471	May 1, 2014
S.P. Richards Company	European Union Intellectual Property Office (Community Trademark)	COMPUCESSORY & Design (mark)	689075	November 26, 1997
S.P. Richards Company	European Union Intellectual Property Office (Community Trademark)	COMPUCESSORY (word mark in block letters) (mark)	690057	November 26, 1997
S.P. Richards Company	New Zealand (New Zealand Intellectual Property Office)	GENUINE JOE (mark)	997058	May 1, 2014
S.P. Richards Company	New Zealand (New Zealand Intellectual Property Office)	GENUINE JOE & DESIGN (mark)	997057	May 1, 2014
S.P. Richards Company	Switzerland (Swiss Federal Institute of	COMPUCESSORY (stylized) (mark)	456317	November 18, 1998

	Intellectual Property)			
S.P. Richards Company	Switzerland (Swiss Federal Institute of Intellectual Property)	COMPUCESSORY (word) (mark)	456862	December 9, 1998

Trademark Licenses

1. S.P. Richards Company, in the ordinary course of its business, infrequently grants licenses to third-parties to utilize its trademarks in the resale of S.P. Richards Company's products.