

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680504

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OccuNomix International LLC		10/12/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cadence Bank, N.A., as Agent		
Street Address:	3399 Peachtree Road, N.E., Suite 1900		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	5134556	A CUT ABOVE	
Registration Number:	5836130	BARKA	
Registration Number:	4287754	COTTON RICH FR	
Registration Number:	5009210	ENGINEERED TOUGH	
Registration Number:	2764943	GULFPORT	
Registration Number:	2172685	HOT RODS	
Registration Number:	2023872	HOT RODS	
Registration Number:	2100819	HOT RODS	
Registration Number:	2383843	MEN IN GREEN	
Registration Number:	2453539	MIG WEAR	
Registration Number:	3792922	MIRACOOOL	
Registration Number:	3734785	MIRACOOOL	
Registration Number:	2384171	OCCULUX	
Registration Number:	1911239	OCCUMITTS	
Registration Number:	1991643	OCCUNOMIX	
Serial Number:	87675153	OCX	
Registration Number:	1574614	OK-1	
Registration Number:	1568540	OK-1	
Registration Number:	2481115	TERRY TOPPERS	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5120436	TUFF & DRY
Registration Number:	3021348	TUFF NOUGIES
Registration Number:	2657580	VULCAN
Registration Number:	1707740	X-TEND

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Connecticut Ave., NW, Suite 712

Address Line 2: COGENY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1497737 TM

NAME OF SUBMITTER: Janet S. Wamsley

SIGNATURE: /Janet S. Wamsley/

DATE SIGNED: 10/12/2021

Total Attachments: 4

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ASSIGNMENT FOR SECURITY – TRADEMARKS

Dated: October 12, 2021

WHEREAS, OccuNomix International LLC (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor has entered into a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Credit Agreement”), with Cadence Bank, N.A. as Administrative Agent (as defined therein) for itself and certain lenders (in such capacity, together with its successors and permitted assigns, if any, the “Assignee”); and

WHEREAS, in connection with the Credit Agreement, the Assignor has entered into a Security Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Assignee for itself and certain lenders; and

WHEREAS, pursuant to the Security Agreement, the Assignor has collaterally assigned to the Assignee and granted to the Assignee, for the benefit of itself and the Lenders (as defined in the Credit Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge and assign unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date above first written.

OCCUNOMIX INTERNATIONAL LLC

By:  _____

Name: Douglas S. Rose



Title: Vice President and Secretary

[Signature Page to Assignment for Security - Trademarks]

TRADEMARK
REEL: 007449 FRAME: 0811

SCHEDULE A

Mark/Name	Record Owner	Jurisdiction	Registration / Application Date	Registration / Application No.
A CUT ABOVE	Occunomix International LLC	United States	January 31, 2017	5134556
BARKA	Occunomix International LLC	United States	August 13, 2019	5836130
COTTON RICH FR	Occunomix International LLC	United States	February 12, 2013	4287754
ENGINEERED TOUGH	Occunomix International LLC	United States	July 26, 2016	5009210
GULFPORT	Occunomix International LLC	United States	September 16, 2003	2764943
HOT RODS	Occunomix International LLC	United States	July 14, 1998	2172685
HOT RODS	Occunomix International LLC		December 17, 1996	2023872
HOT RODS	Occunomix International LLC		September 30, 1997	2100819
MEN IN GREEN	Occunomix International LLC		September 5, 2000	2383843
MIG WEAR	Occunomix International LLC		May 22, 2001	2453539
MIRACOOOL	Occunomix International LLC		May 25, 2010	3792922
MIRACOOOL	Occunomix International LLC		January 5, 2010	3734785
OCCULUX	Occunomix International LLC		September 5, 2000	2384171
OCCUMITTS	Occunomix International LLC		August 15, 1995	1911239

Mark/Name	Record Owner	Jurisdiction	Registration / Application Date	Registration / Application No.
OCCUNOMIX	Occunomix International LLC		August 6, 1996	1991643
OCX	Occunomix International LLC		App. Filing Date: November 7 2017	Application Serial No. 87/675153
OK-1 (and Design): 	Occunomix International LLC		January 2, 1990	1574614
OK-1 (and Design): 	Occunomix International LLC		November 28, 1989	1568540
TERRY TOPPERS	Occunomix International LLC		August 28, 2001	2481115
TUFF & DRY	Occunomix International LLC		January 10, 2017	5120436
TUFF NOUGIES	Occunomix International LLC		November 29, 2005	3021348
VULCAN	Occunomix International LLC		December 10, 2002	2657580
X-TEND	Occunomix International LLC		August 18, 1992	1707740

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