

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM703064

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900661258		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blumenthal Brands Integrated, LLC		10/29/2021	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Magnolia Financial, Inc.		
<b>Street Address:</b>	187 W. Broad Street		
<b>City:</b>	Spartanburg		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29306		
<b>Entity Type:</b>	Corporation: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90717639	GUNK	
<b>Serial Number:</b>	90717635	GUNK	
<b>Registration Number:</b>	1589644	ENGINE BRITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	3364781138		
<b>Email:</b>	srh@crlaw.com		
<b>Correspondent Name:</b>	Susie Hayes		
<b>Address Line 1:</b>	235 N. Edgeworth Street		
<b>Address Line 4:</b>	Greensboro, NORTH CAROLINA 27401		
<b>NAME OF SUBMITTER:</b>	Susie Hayes		
<b>SIGNATURE:</b>	/Susie Hayes/		
<b>DATE SIGNED:</b>	01/19/2022		
<b>Total Attachments: 10</b>			
source=01802816#page1.tif			
source=01802816#page2.tif			

source=01802816#page3.tif  
source=01802816#page4.tif  
source=01802816#page5.tif  
source=01802816#page6.tif  
source=01802816#page7.tif  
source=01802816#page8.tif  
source=01802816#page9.tif  
source=01802816#page10.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), is made and entered into as of the 29th day of October, 2021, between BLUMENTHAL BRANDS INTEGRATED, LLC, a North Carolina limited liability company ("Company"), and MAGNOLIA FINANCIAL, INC., a South Carolina corporation ("Lender").

### WITNESSETH:

WHEREAS, the Company, Blumenthal Business Services, LLC, BH Acquisitions, LLC and RSC Bio Solutions, LLC, each a North Carolina limited liability company (collectively, the "Borrowers" and, individually, a "Borrower"), are parties to a Line of Credit Agreement, dated of even date herewith (the Loan and Security Agreement, as it may hereafter be amended, modified, supplemented or restated from time to time, being herein called the "Loan Agreement"), with Lender pursuant to which Lender will make loans and extend credit to Borrowers, all as more particularly described therein; and

WHEREAS, as a condition precedent to Lender's entering into the Loan Agreement and making loans and extending credit to Borrowers pursuant thereto, Lender has required the execution of this Agreement by Company in favor of Lender.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Company agrees with Lender as follows:

1. Defined Terms. All capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Loan Agreement.

2. Grant of Security Interest. As security for the payment and performance of the Obligations, Company hereby assigns, grants, transfers, and conveys to Lender, for security purposes, all of Company's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and whether registered and unregistered and wherever the same may be located (the "Trademark Collateral"):

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, domain names, designs and general intangibles of like natures, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Company (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach and where the licensor has elected such termination remedy), and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office, any State of the United States or any other country or any political subdivision thereof, and all extensions or

renewals thereof, including any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Company or in the name of Lender for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(b) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(c) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Company's business symbolized by the Trademarks or associated therewith; and

(d) all proceeds of any and all of the foregoing Trademark Collateral, including, without limitation, license royalties, rights to payment, accounts receivable, proceeds of infringement suits and all payments under insurance or any indemnity, warranty or guaranty payable by reason or loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

3. Representations, Warranties and Covenants of Company. Company represents, warrants and covenants that:

(a) The Trademark Collateral is, to the best of its knowledge, subsisting and has not been judged invalid or unenforceable;

(b) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral;

(c) Company has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark Collateral;

(d) Company will maintain the quality of the products associated with the Trademark Collateral, generally at a level consistent with the quality as of the effective date of this Agreement, subject to the introduction of new products from time to time, and product modifications in the ordinary course of business;

(e) Company has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained; and

(f) Schedule A is a complete list of all Trademarks owned by Company as of the date hereof.

4. Visits and Inspections. Company hereby grants to Lender and its employees and agents the right on prior notice to Company to visit Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Company shall do any and all acts required by Lender to ensure Company's compliance with paragraph 3(d) of this Agreement.

5. Restrictions on Future Agreements. Company agrees that, until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated in writing, it will not without Lender's prior written consent, enter into any agreement which is inconsistent with Company's duties under this Agreement, and Company further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity and enforcement of the rights granted to Lender under this Agreement.

6. After-Acquired Trademark Rights. If, before the Obligations have been satisfied in full and the Loan Agreement shall have been terminated in writing, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark for any renewal of any Trademark, the provisions of paragraph 1 hereof shall automatically apply thereto, and Company shall give to Lender prompt notice thereof in writing. Company authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademark Collateral under paragraph 2 hereof or this paragraph 6.

7. Company's Rights Prior to Event of Default. Unless an Event of Default (as defined in the Loan Agreement) shall have occurred and is continuing, Company shall continue to own, and may use and enjoy the Trademark Collateral in connection with its business operations, but only in a manner consistent with the presentation of their current substance, validity and registration.

8. Remedies Upon Event of Default. If an Event of Default shall have occurred and is continuing, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and, specifically, those of a Lender under the Code (as defined in the Loan Agreement). Notice of any sale or other disposition of the Trademark Collateral shall be deemed reasonable and sufficient if given by the lender at least ten (10) days before the time of any intended public or private sale or other disposition of any of the Trademark Collateral is to be made.

9. Power of Attorney. Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse Company's name on all applications, documents, papers and instruments necessary for Lender to use the Trademark Collateral, or to grant or issue any exclusive or

nonexclusive license under the Trademark Collateral to anyone else as necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated in writing.

10. Release of Security Interest. At such time as all of the Obligations shall have been satisfied and paid in full and the Loan Agreement shall have been terminated in writing, Lender shall execute and deliver to Company all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of Lender's security interest in the Trademark Collateral, including all documentation necessary to reflect such release in the United States Patent and Trademark Office.

11. Costs and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Borrowers on demand by Lender and until so paid shall be added to the amount of the Obligations and shall bear interest at the rate prescribed in the Loan Agreement.

12. Litigation and Proceedings.

(a) Company shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter, other than those discontinued or abandoned in the ordinary course of business until the Obligations shall have been paid in full and the Loan Agreement shall have been terminated in writing and to preserve and maintain all rights in trademark applications and trademarks of the Trademarks in the ordinary course of business. Any expenses incurred in connection with such an application shall be borne by Borrowers. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark, other than those discontinued or abandoned in the ordinary course of business without the consent of Lender, which consent shall not be unreasonably withheld.

(b) Lender shall have the right, but shall in no way be obligated, to bring suit in its own name, as the holder of a security interest in the Trademark Collateral, to enforce the Trademarks, and any license thereunder, in which event Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender in aid of such enforcement and Company shall promptly, upon demand, reimburse and indemnify the Lender for all costs and expenses incurred in the exercise of its rights under this paragraph 12. Nothing herein shall be deemed to

prohibit Company from bringing any such suit in its own name at any time that an Event of Default does not exist, if Lender declines to institute suit.

13. Lender May Perform. If Company fails to comply with any of its obligations hereunder, Lender may do so in Company's name or in Lender's name, but at Company's expense, and Company agrees to reimburse Lender in full for all expenses, including reasonable attorney's fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof.

16. Binding Effect; Benefits. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. Notices. All notices, demands, or other written communications required under this Agreement shall be made in writing, signed by the parties serving the same and hand delivered or deposited in the registered or certified United States Mail, return receipt requested, postage prepaid, or overnight delivery. All notices addressed to the party to be notified as follows:

If to Company, at:                      Blumenthal Brands Integrated, LLC  
600 Radiator Rd.  
Indian Trail, NC 28079  
Attn: Mike Guggenheimer, President and CEO

If to Lender, at:                      Magnolia Financial, Inc.  
187 W. Broad Street  
Spartanburg, SC 29306  
Attn: Marc D. Smith, President

or to such other address as each party may designate for itself by like notice given in accordance with this Section 17.

18. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES.

19. Venue. The parties executing this Agreement acknowledge that the negotiations and anticipated performance of this Agreement and the other Loan Documents occurred or shall occur, and that this Agreement and the other Loan Documents is executed, in Guilford County, North

Carolina, and that, therefore, the parties irrevocably and unconditionally: (a) agree that any suit, action or legal proceeding arising out of or relating to this Agreement or the other Loan Documents shall be brought only in the courts of record of the State of North Carolina including federal courts in Guilford County; (b) consent to the exclusive jurisdiction of said courts in any such suit, action or proceeding; (c) waive any objection which any may have to the laying of venue of any such suit, action or proceeding in any of such courts under any statute or law of any jurisdiction; (d) agree that service of any court paper (including the initial complaint) may be effected on such party by mail, as provided in this Agreement (and without regard to whether or not an acknowledgment of service is signed by the opposing party), or in such other manner as may be provided under applicable laws or court rules in said State; and (f) waive any argument based on an assertion the opposing party lacks capacity to sue, including, without limitation, any argument based on a failure to register to do business in any jurisdiction.

20. Waiver of Jury Trial. IN RECOGNITION OF THE HIGHER COSTS AND DELAY WHICH MAY RESULT FROM A JURY TRIAL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING HEREUNDER, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

*[signatures appear on the following page]*



WITNESS the execution hereof **under seal** on the day and year first above written.

COMPANY:

BLUMENTHAL BRANDS INTEGRATED, LLC [SEAL]

By: *Mike Gubentzen* (SEAL)  
Name: MIKE GUBENTZEN  
Title: PRESIDENT + CEO

LENDER:

MAGNOLIA FINANCIAL, INC

By: *Mike Smith*  
Title: President

SCHEDULE A TO  
TRADEMARK SECURITY AGREEMENT

Registration	Mark	REG/APP. No.	Priority
Argentina	GUNK	2681578	1
Argentina	GUNK	2681579	4
Argentina	GUNK	2810344	3
Argentina	ENGINE BRITE	2810343	3
Benelux	GUNK	0310698	3
Bolivia	GUNK	58780	4
Brazil	GUNK and Design	818206845	4
Canada	GUNK	UCA4401	3
Canada	GUNK and Design	TMA639696	3
Canada	SOLDER SEAL and Design	TMA187758	1, 4, 5, 6, 8, 11, 12, 17, 20
Canada	SOLDER SEAL TRADE MARK RADIATOR REPAIR R PATENTED and Design	TMDA42056	2, 5
Canada	A SOLDER SEAL TRANSEAL QUALITY PRODUCT and Design	TMA113205	1, 7, 12
Canada	FAST BLAST	1906156	3
Canada	DUNK	TMA357001	12
Canada	ENGINE BRITE	TMA295745	3
Chile	GUNK and Design	1189605	1, 2, 3
China	THE GUNK LOGO	19612554	3
China	GUNK	9752196	1
China	GUNK	9752195	3
China	GUNK	9752244	4
China	THE GUNK LOGO	18612557	1
China	THE GUNK LOGO	19612551	4
China	SOLDER SEAL GUNK & Design	244502	4
China	SOLDER SEAL GUNK	6150769	1
China	钢克 (GUNK in Chinese Characters)	19612553	3
China	钢克 (GUNK in Chinese Characters)	18612556	1
China	钢克 (GUNK in Chinese Characters)	19612550	4
China	THE GUNK LOGO AND GUNK (in Chinese Characters)	19612555	1
China	THE GUNK LOGO AND GUNK (in Chinese Characters)	19612552	3
China	THE GUNK LOGO AND GUNK (in Chinese Characters)	19612549	4
Colombia	GUNK	165722	3
Colombia	GUNK	184822	4
Colombia	SOLDER SEAL	165721	4
Colombia	ENGINE BRITE & Design	177443	3
Costa Rica	ENGINE BRITE	96041	3
Costa Rica	GUNK and Design	96448	3
Costa Rica	GUNK and Design	95680	4

Country/Region	Mark	Reg. No.	Class
Dominican Republic	GUNK & Design	76389	1, 3
Dominican Republic	GUNK & Design	76255	4
Dominican Republic	ENGINE BRITE	76393	1, 3
Ecuador	GUNK	373594	4
El Salvador	SOLDER SEAL GUNK and Design	20210325417	1, 2, 3, 4
El Salvador	SOLDER SEAL GUNK and Design	20210325418	1, 2, 3, 4
European Union	Solder seal Gunk and Design	008438511	1
France	Solder Seal GUNK and Design	98726738	1, 4
Germany	GUNK	DE902069	3
Greece	SOLDER SEAL GUNK and Design	F136881	1, 4
Hong Kong	SOLDER SEAL GUNK	200011802	1
Hong Kong	SOLDER SEAL GUNK	200101841	3
Hong Kong	運送膠康 (SOLDER SEAL GUNK Chinese Characters)	1997810641	1
India	GUNK	702264	1
India	GUNK	701647	3
Ireland	GUNK	61949	3
Israel	SOLDER SEAL GUNK and Design	118715	1
Italy	gunk	0001531363	3
Japan	GUNK	2023212	
Jordan	SOLDER SEAL GUNK	111731	4
Jordan	SOLDER SEAL GUNK& Design	110889	1
Jordan	SOLDER SEAL GUNK/ Design	110890	3
Kuwait	SOLDER SEAL GUNK and Design	35237	4
Kuwait	SOLDER SEAL GUNK and Design	35238	1
Lebanon	SOLDER SEAL GUNK and Design	125773	1,3,4
Malaysia	SOLDER SEAL GUNK and Design	9050870	4
Malaysia	SOLDER SEAL GUNK and Design	9050869	3
Malaysia	SOLDER SEAL GUNK and Design	9050868	1
Mexico	GUNK	1340939	1
New Zealand	GUNK	65414	3
Nicaragua	GUNK and Design	2011092052	1
Norway	SOLDER SEAL GUNK	255317	1
Panama	GUNK and Design	81181	4
Panama	GUNK and Design	81178	3
Panama	ENGINE BRITE and Design	81176	3
Peru	GUNK	P00012968	3
Peru	GUNK	P00012985	4
Peru	SOLDER SEAL GUNK and Design	P10101068	1
Peru	SOLDER SEAL	P00012964	1
Peru	ENGINE BRITE	P00014143	3
Poland	SOLDER SEAL GUNK	94992	1, 2, 3

Applicant	Name	Ref/Inv. No.	Class
Poland	SOLDER SEAL GUNK and Design	129144	1, 4
Russian Federation	ENGINE BRITE	175163	3
Russian Federation	GUNK	158249	1, 2, 3, 4
Saudi Arabia	GUNK	33840	1
Saudi Arabia	GUNK	33842	4
Singapore	SOLDER SEAL GUNK & Design	T1006451J	1, 3, 4
South Africa	GUNK	731306	3
Spain	GUNK and Design	M2521273	4
Sweden	GUNK	199449	3
Switzerland	GUNK	2P-346039	3
Taiwan	GUNK	1155648	4
Taiwan	GUNK	1201247	3
Taiwan	GUNK	1013953	1
Taiwan	GUNK 擊 and Device	990034	12
Taiwan	速凍膠廠(SOLDER SEAL GUNK in Chinese)	727164	1
Turkey	SOLDER SEAL GUNK & Design	103740	1
United Arab Emirates	SOLDER SEAL GUNK and Design	28853	4
United Kingdom	GUNK	UK00003405221	4
United Kingdom	GUNK and Design	UK00003405225	4
United Kingdom	GUNK	1250489	3
United Kingdom	GUNK	574760	3
United States	ENGINE BRITE	1589644	3
United States	GUNK	90/717,635	1, 2, 3, 4
United States	GUNK and design	90/717,639	1, 2, 3, 4
Uruguay	GUNK	477179	1, 3, 4
Uruguay	SOLDER SEAL	513.708	3, 4
Venezuela	GUNK and Design	P187676	3
Venezuela	GUNK and Design	P187672	1
Venezuela	ENGINE BRITE and Design	P187675	3
Vietnam	GUNK	304125	1, 2, 4
Vietnam	GUNK and Design	304465	1, 2, 4
Vietnam	GUNK	363275	3
Vietnam	GUNK and Design	363274	3
WIPO	SOLDIER SEAL GUNK and Design	1037400	1, 3, 4