

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM695194

<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>
ONESOLUTION EAST, LLC, f/k/a Nouveau Vente, Inc.	FORMERLY Nouveau Vente, Inc.	12/15/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WHITEHORSE CAPITAL MANAGEMENT, LLC, as Administrative Agent		
<b>Street Address:</b>	1450 Brickell Avenue		
<b>Internal Address:</b>	31st Floor		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33131		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6053020	C3C	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>	312/876-7628		
<b>Email:</b>	linda.kastner@lw.com		
<b>Correspondent Name:</b>	Linda R. Kastner, c/o Latham & Watkins		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>NAME OF SUBMITTER:</b>	Linda Kastner		
<b>SIGNATURE:</b>	/lk/		
<b>DATE SIGNED:</b>	12/16/2021		
<b>Total Attachments: 5</b>			
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**Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of December 15, 2021 (this “*Trademark Security Agreement*”), is made by ONESOLUTION EAST, LLC, f/k/a Nouveau Vente, Inc., a Delaware limited liability company (the “*Grantor*”), in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC, as administrative agent and collateral agent (in such respective capacities, together with its successors and permitted assigns, the “*Administrative Agent*”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, I&I SALES GROUP, LLC, a Delaware limited liability company (the “*Borrower*”), the financial institutions from time to time parties thereto as lenders (the “*Lenders*”) and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of December 15, 2021 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time in accordance with its terms, the “*Credit Agreement*”);

**WHEREAS**, in connection with the Credit Agreement, the Borrower and certain other Persons, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of December 15, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the “*Guaranty and Security Agreement*”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity), by acceleration or otherwise) of the Secured Obligations, hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “*Trademark Collateral*”):

- (i) all of its Trademarks referred to on Schedule I hereto.

**Guaranty and Security Agreement**. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

*[Signature Pages Follow.]*

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

**ONESOLUTION EAST, LLC, f/k/a**  
Nouveau Vente, Inc.

By: 

Name: Patrick Watkins

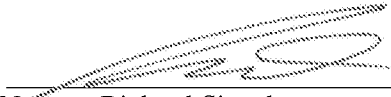
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**


**WHITEHORSE CAPITAL MANAGEMENT, LLC**

By:   
Name: Richard Siegel  
Title: Authorized Signatory

**SCHEDULE I**

**Trademarks**

**I. REGISTERED TRADEMARKS**

Trademark	Owner	Registration No	Registration Date	Expiration
	ONESOLUTION EAST, LLC, f/k/a Nouveau Vente, Inc.	6053020	May 12, 2020	N/A

**II. TRADEMARK APPLICATIONS**

N/A