

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MorganFranklin Consulting, LLC		01/21/2022	Limited Liability Company: DELAWARE
Vaco LLC		01/21/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	6440509	PLANTENSIVE	
Registration Number:	6440511	PLANTENSIVE	
Registration Number:	5566979		
Registration Number:	5566980	VACO	
Registration Number:	3877525	FREE YOURSELF	
Registration Number:	3595980	VACO	
Registration Number:	5564724		
Registration Number:	5564483		
Registration Number:	5082298	FASTER, BETTER, DIFFERENT	
Registration Number:	5081873	A BETTER DIFFERENT	
Registration Number:	5081892	BETTER DIFFERENT	
Registration Number:	5081897	THE BETTER DIFFERENT	
Registration Number:	4972082	MORGANFRANKLIN	
Registration Number:	4244299	MORGANFRANKLIN	
Registration Number:	3271811	SURPASSING EXPECTATIONS	
Registration Number:	4818273	PIVOT POINT	
Registration Number:	4541476	PIVOT POINT CONSULTING	

OP \$490.00 6440509

Property Type	Number	Word Mark
Registration Number:	5283487	MERCHANDISING ON DEMAND
Serial Number:	90307895	

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: 800-494-5225
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Stewart Walsh
 Address Line 1: 1025 Connecticut Ave NW, Suite 712
 Address Line 2: COGENCY GLOBAL Inc.
 Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1576531 TM
NAME OF SUBMITTER:	Yooson Sandy Lee
SIGNATURE:	/Yooson Sandy Lee/
DATE SIGNED:	01/21/2022

Total Attachments: 5

- source=Vaco (2021 Refi) - Trademark Security Agreement (Executed)_(83238042_1)(160600111_1)#page1.tif
- source=Vaco (2021 Refi) - Trademark Security Agreement (Executed)_(83238042_1)(160600111_1)#page2.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 21, 2022, is made by VACO LLC, a Delaware limited liability company and MORGANFRANKLIN CONSULTING, LLC, a Delaware limited liability company (each a “Grantor” and, collectively, the “Grantors”), in favor of JEFFERIES FINANCE LLC (“Jefferies”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of January 21, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto, Jefferies, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor that is a Credit Party has agreed, pursuant to that certain Guaranty and Security Agreement dated as of January 21, 2022 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks (other than Excluded Property) referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities (as defined in the Credit Agreement) at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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. If there is a conflict between this agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. 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.

Section 5. 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, each 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.

Very truly yours,

VACO LLC,
MORGANFRANKLIN CONSULTING, LLC,
each, as a Grantor

By: 

Name: Todd Sweat








Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007564 FRAME: 0700

Schedule 1

Trademark Registrations and Trademark Applications

Grantor	Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Status
Vaco LLC	Design Only 	USA	90307895	11/9/2020	--	--	Pending
Vaco LLC	PLANTENSIVE	USA	90307871	11/9/2020	6440509	8/3/2021	Registered
Vaco LLC	PLANTENSIVE and Design 	USA	90307879	11/9/2020	6440511	8/3/2021	Registered
Vaco LLC	Design Only 	USA	87553320	8/2/2017	5566979	9/18/2018	Registered
Vaco LLC	VACO and Design 	USA	87553346	8/2/2017	5566980	9/18/2018	Registered
Vaco LLC	FREE YOURSELF	USA	77662234	2/3/2009	3877525	11/16/2010	Registered (Renewed)
Vaco LLC	VACO	USA	77338900	11/28/2007	3595980	3/24/2009	Registered (Renewed)
MorganFranklin Consulting, LLC	Design Only 	USA	87767794	1/25/2018	5564724	9/18/2018	Registered
MorganFranklin Consulting, LLC	Design Only 	USA	87753387	1/12/2018	5564483	9/18/2018	Registered
MorganFranklin Consulting, LLC	FASTER, BETTER, DIFFERENT	USA	87027898	5/6/2016	5082298	11/15/2016	Registered
MorganFranklin Consulting, LLC	A BETTER DIFFERENT	USA	86968950	4/8/2016	5081873	11/15/2016	Registered
MorganFranklin Consulting, LLC	BETTER DIFFERENT	USA	86969364	4/8/2016	5081892	11/15/2016	Registered
MorganFranklin Consulting, LLC	THE BETTER DIFFERENT	USA	86969390	4/8/2016	5081897	11/15/2016	Registered
MorganFranklin Consulting, LLC	MORGANFRANKLIN	USA	86672376	6/24/2015	4972082	6/7/2016	Registered
MorganFranklin Consulting, LLC	MORGANFRANKLIN	USA	85313200	5/5/2011	4244299	11/20/2012	Registered
MorganFranklin Consulting, LLC	SURPASSING EXPECTATIONS	USA	78798369	1/24/2006	3271811	7/31/2007	Registered (Renewed)
Pivot Point Consulting, LLC* (Tennessee)1	PIVOT POINT & Design 	USA	85816051	1/4/2013	4818273	9/22/2015	Registered

¹ Company to record the corresponding transfer/title update in the name of Vaco LLC with the USPTO against all U.S. trademark registrations marked with an asterisk.

Grantor	Mark	Country	Application No.	Application Date	Registration No.	Registration Date	Status
Pivot Point Consulting, LLC* (Tennessee)	PIVOT POINT CONSULTING	USA	85668100	7/3/2012	4541476	6/3/2014	Registered
Vaco Supply Chain Solutions, LLC* (Tennessee)	MERCHANDISING ON DEMAND	USA	86842856	12/8/2015	5283487	9/12/2017	Registered