

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM720262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sherrill, Inc.		04/11/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 N. Wacker Drive, Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	97311089	WEAR SAFE	
Serial Number:	77874012	GECKO	
Serial Number:	77845000	LAVA	
Serial Number:	77845007	SNAKEBITE	
Serial Number:	85006185	DYNASORB	
Serial Number:	78330752	BIG SHOT	
Serial Number:	78770844	POISON IVY	
Serial Number:	78921507	SHERRILLTREE	
Serial Number:	85719639	TRI-GUARD	
Serial Number:	85750408	BACKBONE	
Serial Number:	86150361	TROPICAL IVY	
Serial Number:	86206339	GRIZZLY	
Serial Number:	87088989	NOTCH	
Serial Number:	87667772	ROPE LOGIC	
Serial Number:	87975877	NOTCH	
Serial Number:	86525710	TREESTUFF	
Serial Number:	88807861	ULTRA	
Serial Number:	90664598	XEROS	
Serial Number:	90655268	ARBORFEST EXPO	

CH \$565.00 97311089

Property Type	Number	Word Mark
Serial Number:	90763428	RESCUE DIRECT
Serial Number:	88679111	THE GROUNDSKEEPER II
Serial Number:	86212770	EZ SOAK

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: 3129932652

Email: heather.poitras@lw.com

Correspondent Name: Heather Poitras

Address Line 1: c/o Latham & Watkins 330 N Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 059703-0033 hp

NAME OF SUBMITTER: Heather Poitras

SIGNATURE: /hp/

DATE SIGNED: 04/11/2022

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

**TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

April 11, 2022

WHEREAS, each of the undersigned grantors (each, a “Grantor” and collectively, the “Grantors”), owns one or more of the Trademarks listed on Schedule 1 annexed hereto and is a party to one or more of the Trademark Licenses, if any, listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among, inter alia, VSG Acquisition Corp., a Delaware corporation, the financial institutions from time to time party thereto (together with their respective successors and assigns, “Lenders”) and NXT Capital, LLC, as agent for the Lenders (the “Agent”); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”) among the Grantors, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), each Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired (provided, for the avoidance of doubt, that the Trademark Collateral shall not include any Excluded Property (as defined in the Collateral Agreement)):

(i) each Trademark (as defined in the Collateral Agreement) owned by such Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which such Grantor is a party, including, without limitation, each Trademark License, if any, identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual

property rights in connection with, injury to, or infringement or dilution of any Trademark owned by such Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by such Grantor under any Trademark License, including, without limitation, any Trademark License, if any, identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

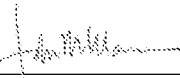
The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]


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

GRANTORS


SHERRILL, INC.

By: 
Name: John Warner
Title: Vice President and Assistant Secretary

FRED MARVIN AND ASSOCIATES, INC.

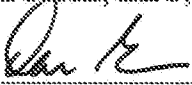
By: 
Name: John Warner
Title: Vice President and Assistant Secretary

STERLING ROPE COMPANY, INC.

By: 
Name: John Warner
Title: Vice President and Assistant Secretary

ACKNOWLEDGED:

NXT CAPITAL, LLC, as Agent

By: 
Name: Dan Green
Title: Managing Director

**SCHEDULE 1
to**

Trademark Security Agreement

TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK LICENSES

See attachment.

TRADEMARKS AND TRADEMARK LICENSES

Credit Party	Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
Sherrill, Inc.	WEAR SAFE	United States	97/311,089	03/01/2022	N/A	N/A
Sherrill, Inc.	GECKO	United States	77/874,012	11/17/2009	3793128	05/25/2010
Sherrill, Inc.	LAVA	United States	77/845,000	10/09/2009	3793005	05/25/2010
Sherrill, Inc.	SNAKEBITE	United States	77/845,007	10/09/2009	3793007	05/25/2010
Sherrill, Inc.	DYNASORB	United States	85/006,185	04/05/2010	3924957	03/01/2011
Sherrill, Inc.	BIG SHOT	United States	78/330,752	11/20/2003	2,922,938	02/01/2005
Sherrill, Inc.	POISON IVY	United States	78/770,844	12/11/2005	3,168,322	11/07/2006
Sherrill, Inc.	SHERRLTREE	United States	78/921,507	06/30/2006	3,237,301	05/01/2007
Sherrill, Inc.	TRI-GUARD	United States	85/719,639	09/04/2012	4,355,560	06/18/2013
Sherrill, Inc.	BACKBONE	United States	85/750,408	10/10/2012	4,324,506	04/23/2013
Sherrill, Inc.	TROPICAL IVY	United States	86/150,361	12/21/2013	4668617	01/06/2015
Sherrill, Inc.	GRIZZLY	United States	86/206,339	02/27/2014	4631489	11/04/2014

Credit Party	Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
Sherrill, Inc.	NOTCH	United States	87/088,989	06/30/2016	5,874,620	10/01/2019
Sherrill, Inc.	NOTCH	WIPO	A0062979	11/15/2016	1334909	11/15/2016
Sherrill, Inc.	NOTCH	Australia	1831970	11/15/2016	1831970 (IR1334909)	12/21/2017
Sherrill, Inc.	NOTCH	European Union		11/15/2016	1334909	08/18/2017
Sherrill, Inc.	ROPE LOGIC	United States	87/667,772	11/01/2017	5,835,415	08/13/2019
Sherrill, Inc.	NOTCH	United States	87/975,877	06/30/2016	5,331,608	11/07/2017
Sherrill, Inc.	TREESTUFF	United States	86/525,710	02/05/2015	4808313	09/08/2015
Sherrill, Inc.	ULTRA	United States	88/807,861	02/24/2020	6188611	11/03/2020
Sherrill, Inc.	NOTCH	United Kingdom	UK008013 34909	11/15/2016	UK00801 334909	11/15/2016
Sherrill, Inc.	XEROS	United States	90664598	04/22/2021	N/A	N/A
Sherrill, Inc.	XEROS	WIPO	A0115285	10/22/2021	N/A	N/A
Sherrill, Inc.	XEROS	Australia		10/22/2021	N/A	N/A
Sherrill, Inc.	XEROS	Canada		10/22/2021	N/A	N/A
Sherrill, Inc.	XEROS	Switzerland		10/22/2021	N/A	N/A
Sherrill, Inc.	XEROS	China		10/22/2021	N/A	N/A

Credit Party	Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
Sherrill, Inc.	XEROS	European Union		10/22/2021	N/A	N/A
Sherrill, Inc.	XEROS	United Kingdom		10/22/2021	N/A	N/A
Sherrill, Inc.	XEROS	Japan		10/22/2021	N/A	N/A
Sherrill, Inc.	XEROS	Korea – South		10/22/2021	N/A	N/A
Sherrill, Inc.	XEROS	Norway		10/22/2021	N/A	N/A
Sherrill, Inc.	XEROS	New Zealand		10/22/2021	N/A	N/A
Sherrill, Inc.	ARBORFEST EXPO	United States	90655268	04/19/2021	6655537	02/22/2022
Sherrill, Inc.	RESCUE DIRECT	United States	90763428	06/09/2021	N/A	N/A
Sterling Rope Company, Inc.	STERLING & Design	United States	86/721,558	08/11/2015	4926604	03/29/2016
Sterling Rope Company, Inc.	Triangle Design	United States	86/722,096	08/11/2015	4926623	03/29/2016
Fred Marvin and Associates, Inc.	FRED MARVIN	United States	76/574,926	02/09/2004	2943472	04/26/2005
Sherrill, Inc.	THE GROUNDSKEEPER II	United States	88/679,111	11/04/2019	6167402	10/06/2010
Sherrill, Inc.	EZ SOAK	United States	86/212,770	03/06/2014	4823015	09/29/2015

COPYRIGHTS

On its own and based on prior acquisitions, Sherill, Inc. has developed copyrightable content, including several catalogs, websites, and associate website content. To date, Sherill, Inc. has not identified any of these unregistered copyrights as material.

LICENSE AGREEMENTS

None.

TRADEMARK

REEL: 007687 FRAME: 0414

RECORDED: 04/11/2022