

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GROSOUTH, INC.		09/20/2022	Corporation: ALABAMA
GREEN-TEK, LLC		09/20/2022	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	ACF FINCO I LP		
Street Address:	560 White Planes Road, Suite 400		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1909039	GRO SOUTH	
Registration Number:	5203534	BE COOL SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			
Phone:	617.526.9839		
Email:	ypan@proskauer.com		
Correspondent Name:	Rachael Walker		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	38108.013		
NAME OF SUBMITTER:	Rachael Walker		
SIGNATURE:	/Rachael Walker/		
DATE SIGNED:	09/20/2022		
Total Attachments: 4			
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ASSIGNMENT FOR SECURITY – TRADEMARKS

September 20, 2022

WHEREAS, GRO SOUTH, INC., an Alabama corporation (“GRO South”) and GREEN-TEK, LLC, a Wisconsin limited liability company (“Green-Tek”, together with GRO South, each an “Assignor” and, collectively, the “Assignors”) have adopted, used and are using, and hold 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 Assignors, BAMBOO PURCHASER, INC., a Delaware corporation (in such capacity, the “Company”), BFG PURCHASER PARENT, INC., a Delaware corporation (in such capacity, “Holdings”), certain other subsidiaries of the Company, certain financial institutions from time to time party thereto (the “Lenders”), and ACF FINCO I LP, as administrative agent and collateral agent for the Lenders (in such capacity, together with its successors and assigns, the “Administrative Agent”) have entered into that certain ABL Credit Agreement, dated as of November 5, 2021 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Assignors have entered into that certain ABL Pledge and Security Agreement, dated November 5, 2021 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), with the Administrative Agent (in such capacity, together with its successors and assigns, if any, the “Assignee”); and

WHEREAS, pursuant to the Security Agreement, each Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of each 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 Secured Obligations (as defined in the Credit Agreement).

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

THIS ASSIGNMENT FOR SECURITY - TRADEMARKS AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS ASSIGNMENT FOR SECURITY – TRADEMARKS, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

THE PROVISIONS OF SECTION 9.10(B), (C) AND (D) AND SECTION 9.11 OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED INTO THIS THIS ASSIGNMENT FOR SECURITY – TRADEMARKS, *MUTATIS MUTANDIS*, AND EACH PARTY HERETO AGREES TO BE BOUND THEREBY, AS IF FULLY SET FORTH HEREIN.

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

GROSOUTH, INC.

By:  _____
Name: Mark Hedstrom
Title: Chief Financial Officer

GREEN-TEK, LLC

By:  _____
Name: Mark Hedstrom
Title: Chief Financial Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY

U.S. Trademarks and Trademark Applications

Trademarks and Trademark Applications

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration Date</u>	<u>Registration Number</u>
GROSouth of Alabama, Inc.	GROSouth	US	8/1/1995	1,909,039
Green-Tek, Inc.	“Be Cool Solutions”	US	5/16/2017	5203534