

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REIBUS INTERNATIONAL, INC.		09/21/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WINGSPIRE CAPITAL LLC		
Street Address:	11720 Amber Park Dr., Suite 500		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6505381	#REIBUSIT	
Registration Number:	6505352	REIBUS	
Registration Number:	6505367	R REIBUS	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	4048814458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird, Attn: Elissa Hart		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	583695		
NAME OF SUBMITTER:	Elissa Hart		
SIGNATURE:	/Elissa Hart/		
DATE SIGNED:	09/22/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 21, 2022 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, this “Agreement”), among REIBUS INTERNATIONAL, INC., a Delaware corporation, (“Grantor”), and WINGSPIRE CAPITAL LLC, as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of September 21, 2022, by and among the Grantor, the Subsidiaries of the Company from time to time party thereto as “Borrowers” (the Grantor, together with such subsidiaries each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the Subsidiaries of the Company from time to time party thereto as Guarantors (each, a “Guarantor” and collectively, the “Guarantors”), the financial institutions from time to time party thereto as lenders (each, a “Lender” and, collectively, the “Lenders”), and the Administrative Agent (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), and (b) the Pledge and Security Agreement, dated as of September 21, 2022, by and among the Guarantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Obligations and secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.
2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all of Grantor’s right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the “Trademark Collateral”):
 - (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL’s), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the “Trademarks”),
 - (b) all reissues, continuations, extensions and renewals thereof and amendments thereto,
 - (c) all goodwill associated therewith or symbolized by any of the foregoing, and
 - (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

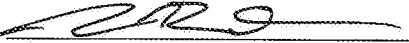
4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Continued on the following page.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.


REIBUS INTERNATIONAL, INC.

By: 
Name: John Blount
Title: Vice President and Treasurer

WINGSPIRE/REIBUS
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE




TRADEMARK
REEL: 007852 FRAME: 0817

WINGSPIRE CAPITAL LLC, as Administrative Agent

By: 
Name: John Rosin
Title: President and Chief Operating Officer



SCHEDULE I

Trademark Registrations:

MMM MATTER No.	MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE	OWNER OF RECORD	STATUS
38482- 146678		0119852584759 2311578 Mexico	07-20-2021 10-15-2021	Reibus Internatio nal, Inc. (Delaware)	Registered Declaration of Use Due: 10/15/2024
38482- 146670	#REIBUSIT	90/076,794 6,505,381 United States	07-27-2020 10-05-2021	Reibus Internatio nal, Inc. (Delaware)	Registered Section 8 & 15 Renewal Due: 10/05/2027
38482- 146672	REIBUS	90/067,936 6,505,352 United States	07-22-2020 10-05-2021	Reibus Internatio nal, Inc. (Delaware)	Registered Section 8 & 15 Renewal Due: 10/05/2027
38482- 146671		90/074,228 6,505,367 United States	07-26-2020 10-05-2021	Reibus Internatio nal, Inc. (Delaware)	Registered Section 8 & 15 Renewal Due: 10/05/2027
38482- 150357	REIBUS	1648578 1648578 International	01-18-2022 01-18-2022	Reibus Internatio nal, Inc. (Delaware)	Registered Renewal Due: 01/18/2032
38482- 150360		1648577 1648577 International	01-18-2022 01-18-2022	Reibus Internatio nal, Inc. (Delaware)	Registered Renewal Due: 01/18/2032

Pending Trademark Applications:

MMM MATTER No.	MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE	OWNER OF RECORD	STATUS
38482- 150359	REIBUS	1648578 N/A European Union	01-18-2022 N/A	Reibus Internatio nal, Inc. (Delaware)	Pending Application Published for Opposition

MMM MATTER No.	MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE	OWNER OF RECORD	STATUS
38482- 150361		1648577 N/A European Union	01-18-2022 N/A	Reibus International, Inc. (Delaware)	Pending Application Published for Opposition
38482- 150358	REIBUS	2170257 N/A Canada	01-18-2022 N/A	Reibus International, Inc. (Delaware)	Pending Application Pending Examiner Review
38482- 150363		2170258 N/A Canada	01-18-2022 N/A	Reibus International, Inc. (Delaware)	Pending Application Pending Examiner Review