

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SANI-MATIC, INC.		12/22/2022	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	FIRST MERCHANTS BANK		
Street Address:	10333 N. Meridian Street, Suite 350		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	Domestic Financial Institution: INDIANA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1312221	SANI-MATIC	
Registration Number:	4308027	ULTRAFLOW	
Registration Number:	4264566	PHARMACAB	
Registration Number:	4264562	SANICAB	
Registration Number:	6901688	SANITREND	
Registration Number:	6924853	SANICAB	
Serial Number:	97094600	VESSALITE	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<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:	317-236-1313		
Email:	kfennesy@btlaw.com		
Correspondent Name:	Kathleen S. Fennessy/Barnes & Thornburg		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	18298-94		
NAME OF SUBMITTER:	Kathleen S. Fennessy		
SIGNATURE:	/kfennesy/		

OP \$190.00 1312221

DATE SIGNED:	12/27/2022
---------------------	------------

Total Attachments: 5

source=First Merchants - Trademark Security Agreement - Execution Version (12-23-22)#page1.tif

source=First Merchants - Trademark Security Agreement - Execution Version (12-23-22)#page2.tif

source=First Merchants - Trademark Security Agreement - Execution Version (12-23-22)#page3.tif

source=First Merchants - Trademark Security Agreement - Execution Version (12-23-22)#page4.tif

source=First Merchants - Trademark Security Agreement - Execution Version (12-23-22)#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2022, by SANI-MATIC, INC., a Wisconsin corporation ("Grantor"), in favor of FIRST MERCHANTS BANK, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Loan Credit Agreement dated as of even date herewith by and among Grantor, SANI-MATIC HOLDINGS, LLC, a Delaware limited liability company, SANI-MATIC ACQUISITION CORP., a Delaware corporation, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of Excluded Property) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) subject to the Security Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) subject to the Security Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms

that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

4. GOVERNING LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

[signature page follows]

IN WITNESS WHEREOF, 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.


SANI-MATIC, INC.

By: Christian E. Lund
Name: Christian Lund
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

FIRST MERCHANTS BANK, as Agent

By: 
Name: Andrew Hendricks
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
SANI-MATIC	73462773	Registered	1312221	January 1, 1985
ULTRAFLOW	85624726	Registered	4308027	March 26, 2013
PHARMACAB	85624638	Registered	4264566	December 25, 2012
SANICAB	85624584	Registered	4264562	December 25, 2012
SANITREND	88845295	Registered	6901688	November 15, 2022
SANICAB	97267796	Registered	6924853	December 13, 2022
VESSALITE	97094600	Pending – Application filed October 27, 2021	N/A	N/A