

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM187558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rempac LLC		02/27/2024	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Company Name:	Magnolia Financial, Inc.		
Street Address:	135 N. Churh St.		
Internal Address:	Suite 110		
City:	Spartanburg		
State/Country:	SOUTH CAROLINA		
Postal Code:	29306		
Entity Type:	Corporation: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	98097425	SANDEX	
Serial Number:	77599249	SCRUBEX	
Serial Number:	77978820	SCRUBEX	
Serial Number:	97511530	DENIM DESTROYER	
CORRESPONDENCE DATA			
Fax Number:	3364781142		
<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:	3364781138		
Email:	srh@crlaw.com		
Correspondent Name:	Susie Hayes		
Address Line 1:	235 N. Edgeworth Street		
Address Line 4:	Greensboro, NORTH CAROLINA 27401		
NAME OF SUBMITTER:	Susan Hayes		
SIGNATURE:	Susan Hayes		
DATE SIGNED:	03/12/2024		
Total Attachments: 9 source=02092106#page1.tif			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“Agreement”), is made and entered into as of the 27th day of February, 2024, between REMPAC LLC, also known as Rempac L.L.C., a New Jersey limited liability company (“Borrower”), and MAGNOLIA FINANCIAL, INC., a South Carolina corporation (“Lender”).

WITNESSETH:

WHEREAS, the Borrower proposes to enter into a certain Line of Credit Agreement, dated of even date herewith (the Line of Credit Agreement, as it may hereafter be amended, modified, supplemented or restated from time to time, being herein called the “Loan Agreement”), with Lender pursuant to which Lender will make loans and extend credit to Borrower, all as more particularly described therein; and

WHEREAS, as a condition precedent to Lender’s entering into the Loan Agreement and making loans and extending credit to Borrower pursuant thereto, Lender has required the execution of this Agreement by Borrower in favor of Lender, by which Borrower shall grant to Lender a security interest in the intangible assets described herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Borrower agrees with Lender as follows:

1. Defined Terms. All capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Loan Agreement.

2. Grant of Security Interest. As security for the payment and performance of the Obligations, Borrower hereby grants to Lender a present and continuing security interest in, all of Borrower’s right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and whether registered and unregistered and wherever the same may be located (the “Trademark Collateral”):

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, domain names, designs and general intangibles of like natures, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Borrower (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach and where the licensor has elected such termination remedy), and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office, any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including any of the foregoing identified on

Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Lender for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(b) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(c) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Borrower's business symbolized by the Trademarks or associated therewith; and

(d) all proceeds of any and all of the foregoing Trademark Collateral, including, without limitation, license royalties, rights to payment, accounts receivable, proceeds of infringement suits and all payments under insurance or any indemnity, warranty or guaranty payable by reason or loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

3. Representations, Warranties and Covenants of Borrower. Borrower represents, warrants and covenants that:

(a) The Trademark Collateral is, to the best of its knowledge, subsisting and has not been judged invalid or unenforceable;

(b) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral;

(c) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark Collateral;

(d) Borrower will maintain the quality of the products associated with the Trademark Collateral, generally at a level consistent with the quality as of the effective date of this Agreement, subject to the introduction of new products from time to time, and product modifications in the ordinary course of business;

(e) Borrower has the unqualified right to enter into this Agreement and perform its terms and either has entered or will use commercially reasonable efforts to enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained; and

(f) Schedule A is a complete list of all Trademarks owned by Borrower as of the date hereof.

4. Visits and Inspections. In accordance with the terms and conditions set forth in the Security Agreement, Borrower hereby grants to Lender and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. Restrictions on Future Agreements. Borrower agrees that, until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated in writing, it will not without Lender's prior written consent, enter into any agreement which is inconsistent with Borrower's duties under this Agreement, and Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity and enforcement of the rights granted to Lender under this Agreement.

6. After-Acquired Trademark Rights. If, before the Obligations have been satisfied in full and the Loan Agreement shall have been terminated in writing, Borrower shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark for any renewal of any Trademark, the provisions of paragraph 1 hereof shall automatically apply thereto, and Borrower shall give to Lender prompt notice thereof in writing. Borrower authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademark Collateral under paragraph 1 hereof or this paragraph 6.

7. Borrower's Rights Prior to Event of Default. Unless an Event of Default (as defined in the Loan Agreement) shall have occurred and is continuing, Borrower shall continue to own, and may use and enjoy the Trademark Collateral in connection with its business operations.

8. Remedies Upon Event of Default. If an Event of Default shall have occurred and is continuing, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and, specifically, those of a Lender under the Code (as defined in the Loan Agreement). Notice of any sale or other disposition of the Trademark Collateral shall be deemed reasonable and sufficient if given by the Lender at least ten (10) days before the time of any intended public or private sale or other disposition of any of the Trademark Collateral is to be made.

9. Power of Attorney. Borrower hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select as Borrower's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Trademark Collateral, or to grant or issue any exclusive or nonexclusive license under the Trademark Collateral to anyone else as necessary for Lender to

assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else, or to take any reasonable action in Borrower's or Lender's name, but at Borrower's expense, to comply with Borrower's obligations hereunder. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated in writing.

10. Release of Security Interest. At such time as all of the Obligations shall have been satisfied and paid in full and the Loan Agreement shall have been terminated in writing, Lender shall execute and deliver to Borrower all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of Lender's security interest in the Trademark Collateral, including all documentation necessary to reflect such release in the United States Patent and Trademark Office.

11. Costs and Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, reasonable maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the amount of the Obligations and shall bear interest at the rate prescribed in the Loan Agreement.

12. Litigation and Proceedings.

(a) Borrower shall have the duty, through counsel reasonably acceptable to Lender, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter, other than those discontinued or abandoned in the ordinary course of business until the Obligations shall have been paid in full and the Loan Agreement shall have been terminated in writing and to preserve and maintain all rights in trademark applications and trademarks of the Trademarks in the ordinary course of business. Any expenses incurred in connection with such an application shall be borne by Borrower. Borrower shall not abandon any right to file a trademark application, or any pending trademark application or trademark, other than those discontinued or abandoned in the ordinary course of business, without the consent of Lender, which consent shall not be unreasonably withheld.

(b) Lender shall have the right, but shall in no way be obligated, to bring suit in its own name, as the holder of a security interest in the Trademark Collateral, to enforce the Trademarks, and any license thereunder, in which event Borrower shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents reasonably required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify the Lender for all

reasonable costs and expenses incurred in the exercise of its rights under this paragraph 12. Nothing herein shall be deemed to prohibit Borrower from bringing any such suit in its own name at any time that an Event of Default does not exist, if Lender declines to institute suit.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof.

15. Binding Effect; Benefits. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. Notices. All notices, demands, or other written communications required under this Agreement shall be made in writing, signed by the parties serving the same and hand delivered or deposited in the registered or certified United States Mail, return receipt requested, postage prepaid, or overnight delivery. All notices addressed to the party to be notified as follows:

If to Borrower, at: Rempac LLC
 370 W. Passaic St.
 Rochelle Park, NJ 07662-3009
 Attn: Marc Bushell

If to Lender, at: Magnolia Financial, Inc.
 135 N. Church St., Suite 110
 Spartanburg, SC 29306
 Attn: Marc Smith

or to such other address as each party may designate for itself by like notice given in accordance with this Section 16.

17. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES.

18. Venue. The parties irrevocably and unconditionally: (a) agree that any suit, action or legal proceeding arising out of or relating to this Agreement or the other Loan Documents shall be brought only in the courts of record of the State of South Carolina including federal courts in Spartanburg County; (b) consent to the exclusive jurisdiction of said courts in any such suit, action or proceeding; (c) waive any objection which either may have to the laying of venue of any such

suit, action or proceeding in any of such courts under any statute or law of any jurisdiction; (d) agree that service of any court paper (including the initial complaint) may be effected on such party by mail, as provided in this Agreement (and without regard to whether or not an acknowledgment of service is signed by the opposing party), or in such other manner as may be provided under applicable laws or court rules in said State; and (e) waive any argument based on an assertion the opposing party lacks capacity to sue, including, without limitation, any argument based on a failure to register to do business in any jurisdiction.

19. NO CONSEQUENTIAL OR PUNITIVE DAMAGES. NO PROVISION IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT BETWEEN THE BORROWER AND THE LENDER SHALL BE DEEMED TO CREATE ANY FIDUCIARY DUTY BY THE LENDER TO THE BORROWER. NEITHER THE LENDER NOR ANY AFFILIATE, OFFICER, DIRECTOR, SHAREHOLDER, EMPLOYEE, ATTORNEY OR AGENT OF THE LENDER SHALL HAVE ANY LIABILITY WITH RESPECT TO, AND THE BORROWER HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE ANY OF THEM UPON, ANY CLAIM FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE BORROWER IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY. THE BORROWER HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE THE LENDER OR ANY OF THE LENDER'S AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS OR AGENTS FOR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM IN CONNECTION WITH, ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY OTHER AGREEMENT BETWEEN THE BORROWER AND THE LENDER OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, OR ANY OTHER AGREEMENT BETWEEN THE BORROWER AND THE LENDER.

20. JURY TRIAL WAIVER. IN RECOGNITION OF THE HIGHER COSTS AND DELAY WHICH MAY RESULT FROM A JURY TRIAL, THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING HEREUNDER, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

BY INITIALING HEREUNDER THE PARTIES AGREE TO THIS WAIVER OF JURY TRIAL

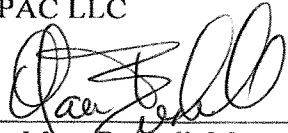
Lender: MBS

Borrower: [Signature]

[signatures appear on the following page]

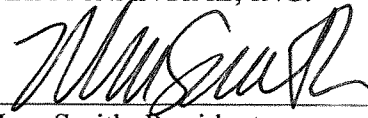
WITNESS the execution hereof on the day and year first above written.

REMPAC LLC

By: 

Marc Bushell, Manager

MAGNOLIA FINANCIAL, INC.

By: 

Marc Smith, President

SCHEDULE A TO
TRADEMARK SECURITY AGREEMENT

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Rempac LLC	Sandex	98097425	7/23/2023		
Rempac L.L.C.	Scrubex	77599249	10/23/2008	3630775	6/2/2009
Rempac L.L.C.	Scrubex	77978820	10/23/2008	3776261	4/13/2010
Rempac LLC	Denim Destroyer	97511530	7/20/2022		