

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROYSTON LLC		03/09/2018	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	COMERICA BANK, AS AGENT		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4741892	ROYSTON	
Registration Number:	4490976	GETS RETAIL	
Registration Number:	3552621	ROYSTON	
Registration Number:	2625462		
Registration Number:	2451600	ROYSTON	
Registration Number:	2361657	EXTEND-A-BELT	
Registration Number:	1440628	ROYSTON	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	SUSAN M. KORNFIELD		
SIGNATURE:	/susan m. kornfield/		

OP \$190.00 4741892

DATE SIGNED:	03/12/2018
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Trademark)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARK) (this "Agreement"), dated as of March 9, 2018 between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Royston Holdings, Inc., a Delaware corporation ("Holdings"), Royston LLC, a Georgia limited liability company (the "Target"; the "Borrowers" mean (i) Holdings, prior to the consummation of the Royston Acquisition (as defined in the Credit Agreement) and (ii) Holdings and the Target after consummation of the Royston Acquisition, the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Pledge and Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. The Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Secured Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in,

all of the following property of such Debtor (the “Trademark Collateral”), whether now owned or hereafter acquired or existing:

(a) all Licenses with any other Person in connection with any of the Trademarks or such other Person’s names or trademarks, whether a Debtor is a licensor or a licensee under any such License, including, without limitation, the Licenses listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such Licenses, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such Licenses;

(b) all Trademarks, including, without limitation, all Trademarks identified on Schedule 1.1 attached hereto and made a part hereof;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill associated with the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or License, including any Trademark, Trademark registration or License referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any License.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.10 of the Credit Agreement.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be

construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

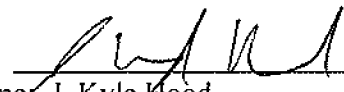
SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Michigan.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

ROYSTON LLC

By: 
Name: J. Kyle Hood
Title: Vice President

SECURED PARTY:

COMERICA BANK, as Agent

By:  _____

Name: Ron M. Ruks


Title: Vice President

Signature page to Trademark Security Agreement
(15311197)

TRADEMARK
REEL: 006290 FRAME: 0455

SCHEDULE 1.1

TRADEMARK COLLATERAL

TRADEMARK	APP. NO. APP. DATE	REG. NO. REG. DATE	RECORD OWNER
ROYSTON	86224519 March 18, 2014	4741892 May 26, 2015	Royston LLC
GETS RETAIL	86014851 July 19, 2013	4490976 March 4, 2014	Royston LLC
ROYSTON & Logo 	77215291 June 26, 2007	3552621 December 30, 2008	Royston LLC
Logo 	75612589 December 28, 1998	2625462 September 24, 2002	Royston LLC
ROYSTON & Logo 	75612588 December 28, 1998	2451600 May 15, 2001	Royston LLC
EXTEND-A- BELT	75610300 December 22, 1998	2361657 June 27, 2000	Royston LLC
ROYSTON	73590143 March 27, 1986	1440628 May 26, 1987	Royston LLC