

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADP Distributors USA, Inc.		07/31/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5216901	DIESEL SELECT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-819-2565		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes/ White & Case LLP.		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1111779-3940-CM65		
NAME OF SUBMITTER:	Kate Andes		
SIGNATURE:	/Kate Andes/		
DATE SIGNED:	08/03/2020		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2020, is made by ADP DISTRIBUTORS USA, INC., a California corporation (the "Grantor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as administrative agent and collateral agent for the benefit of the Lenders (in such capacities, together with its successors and permitted assigns, the "Administrative Agent").

Introductory Statement

WHEREAS, pursuant to the Term Loan and Security Agreement dated as of July 2, 2019 (as amended by that certain First Amendment to Term Loan and Security Agreement, dated as of July 2, 2019, that certain Second Amendment to Term Loan and Security Agreement, dated as of October 1, 2019, that certain Third Amendment to Term Loan and Security Agreement, dated as of October 28, 2019, that certain Fourth Amendment to Term Loan and Security Agreement, dated as of November 5, 2019, that certain Fifth Amendment to Term Loan and Security Agreement, dated as of December 13, 2019, that certain Sixth Amendment to Term Loan and Security Agreement, dated as of April 29, 2020, that certain Seventh Amendment to Term Loan and Security Agreement, dated as of May 13, 2020, and as further amended, modified or amended and restated from time to time, the "Loan Agreement") among CARDONE INDUSTRIES, INC. (f/k/a MCR International, Inc.), a Delaware corporation, as Borrower, CARDONE HOLDCO, LP, a Delaware limited partnership, ("Cardone Holdco"), SMART CHOICE, LLC, a Delaware limited liability company ("Smart Choice"), REMAN MANAGEMENT INTERNATIONAL LLC, a Pennsylvania limited liability company ("Reman"), TRIDONEX USA LLC, a Delaware limited liability company ("Tridonex"), GLOBAL REMAN. VENTURES, LLC, a Delaware limited liability company ("Global") and CARDONE DE MEXICO, S. DE R.L. DE C.V., a Mexican corporation ("Cardone de Mexico") and TRIDONEX, S. de R.L. de C.V. ("Tridonex Mexico"), as Guarantors, the other Loan Parties party thereto, the Lenders from time to time party thereto and Wilmington Trust, National Association, as Administrative Agent, the Lenders have agreed to make Loans to the Borrower on and subject to the terms and conditions set forth therein;

WHEREAS, the Grantor has entered into that certain Joinder Agreement, dated as of the date hereof, by and among the Administrative Agent, the Grantor, ADP Distributors Inc., a corporation incorporated under the laws of British Columbia, 1137602 B.C. Unlimited Liability Company, an unlimited liability company organized under the laws of the province of British Columbia, Canada, and Cardone Industries ULC, an unlimited liability company organized under the laws of the province of Nova Scotia, Canada; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Administrative Agent and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce Wilmington Trust, National Association to act in its respective agency capacities thereunder, and intending to be legally bound, the Grantor hereby agrees with the Administrative Agent, for the benefit of the Lenders, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby pledges, collaterally assigns and transfers to the Administrative Agent for the benefit of the Lenders, and grants to the Administrative Agent for the benefit of the Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (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, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, 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 (except for "intent-to-use" trademark applications prior to the filing of a statement of use except in connection with the transfer of the business to which the mark pertains), and all renewals thereof, including that listed on Schedule 1 (the "Trademark");

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, the Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" or proposed-use basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office or an amendment to allege use is submitted to and accepted by the Canadian Intellectual Property Office, as applicable).

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the

Administrative Agent for the benefit of the Lenders pursuant to the Loan Agreement. The Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent and the obligations of such Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks and intellectual property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING WITHOUT LIMITATIONS, THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION AND PERFORMANCE HEREOF) SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

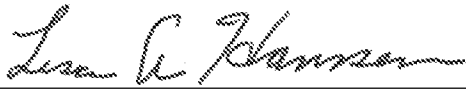
Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. THE GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. THE GRANTOR FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 13.15.2 OF THE LOAN AGREEMENT (“CONSENT TO JURISDICTION, FORUM AND SERVICE OF PROCESS”) AND SECTION 13.16 OF THE LOAN AGREEMENT (“WAIVERS BY THE LOAN PARTIES”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS TRADEMARK SECURITY AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 13.4, 13.7, 13.8 and 13.12 of the Loan Agreement (“Severability”; “Execution in Counterparts”; “Notices and Communications”; “Entire Agreement”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

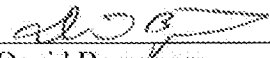
ADP DISTRIBUTORS USA, INC., as Grantor

By 

Name: Lisa Hanssen

Title: Corporate Secretary

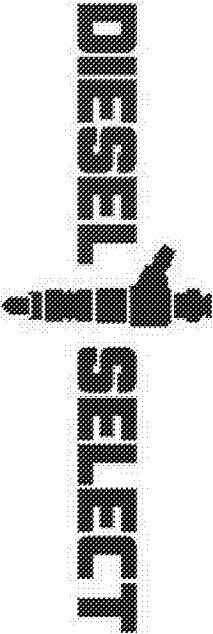
WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Administrative Agent

By 
Name: David Bergstrom
Title: Vice President

SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
87149735	5216901	06/06/2017	(DIESEL SELECT) 	ADP Distributors USA, Inc.