# CH \$190.00 498391

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM682017

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FORTIS SOLUTIONS GROUP, LLC		10/15/2021	Limited Liability Company: VIRGINIA
FORTIS SOLUTIONS GROUP WEST, LLC		10/15/2021	Limited Liability Company: VIRGINIA
TOTAL LABEL USA, LLC		10/15/2021	Limited Liability Company: MONTANA

### **RECEIVING PARTY DATA**

Name:	Golub Capital Markets LLC
Street Address:	150 S. Wacker Drive, Suite 500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

## **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	4983914	FORTIS SOLUTIONS GROUP
Registration Number:	2618789	GOLD SEAL
Registration Number:	1612012	LABEL EXPRESS
Registration Number:	5603140	
Registration Number:	5526295	KALA
Registration Number:	3982737	TOTAL LABEL DIGITAL
Registration Number:	3220803	TOTAL LABEL USA

# **CORRESPONDENCE DATA**

**Fax Number:** 6172359493

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.

using a lax number, ii provided, ii that is unsuccessiul, it will be sent via 05 me

**Phone:** 617-951-7169

**Email:** catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

TRADEMARK

900650614 REEL: 007458 FRAME: 0651

Address Line 4: Bosto	on, MASSACHUSETTS 02199-3600
ATTORNEY DOCKET NUMBER:	115096-0022
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	10/19/2021

# **Total Attachments: 6**

source=Active\_108435654\_5\_Project Haven (Harvest) - Trademark Security Agreement Oct-15-2021#page1.tif source=Active\_108435654\_5\_Project Haven (Harvest) - Trademark Security Agreement Oct-15-2021#page2.tif source=Active\_108435654\_5\_Project Haven (Harvest) - Trademark Security Agreement Oct-15-2021#page3.tif source=Active\_108435654\_5\_Project Haven (Harvest) - Trademark Security Agreement Oct-15-2021#page4.tif source=Active\_108435654\_5\_Project Haven (Harvest) - Trademark Security Agreement Oct-15-2021#page5.tif source=Active\_108435654\_5\_Project Haven (Harvest) - Trademark Security Agreement Oct-15-2021#page6.tif

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of October 15, 2021, is made by each Grantor (as identified below), in favor of Golub Capital Markets LLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the "**Collateral Agent**").

WHEREAS, FORTIS SOLUTIONS GROUP, LLC, a Virginia limited liability company, FORTIS SOLUTIONS GROUP WEST, LLC, a Virginia limited liability company and TOTAL LABEL USA, LLC, a Montana limited liability company (each a "Grantor", and collectively, the "Grantors"), owns the Trademark Collateral (as defined below); and

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of October 15, 2021 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which each Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this "Agreement").

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"): (a) all Trademarks, including the Trademarks registered or applied for in the United States Patent and Trademark Office and set forth on Schedule A annexed hereto, (b) the goodwill of such Grantor's business associated with the use thereof or symbolized thereby, (c) all rights to sue at law or in equity for any past, present, and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, (d) all agreements related to the license, ownership, development, use or disclosure of any of the foregoing, and (e) all Proceeds of any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; but excluding any Excluded Property (including any "intent-touse" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing (and acceptance by the United State Patent and Trademark Office) of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law).

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Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Upon the Termination Date, the security interest granted hereby shall automatically terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to the relevant Grantor, all without delivery of any instrument or performance of any act by any Person; provided, however, at any Grantor's request, the Collateral Agent shall execute, acknowledge, and deliver to such Grantor an instrument in writing confirming the release and termination of the security interest in the Trademark Collateral granted hereby for filing with the United States Patent and Trademark Office.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FORTIS SOLUTIONS GROUP, LLC

Ву:

Name: 6. Řándali Stickley Title: Chief Financial Officer

FORTIS SOLUTIONS GROUP WEST, LLC

By

Name: G. Randall Stickley Title: Chief Financial Officer

TOTAL LABEL USA, LLC

Ву:

Name: G. Randall Stickley Title: Chief Financial Officer Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,

as the Collateral Agent

By:

Name: Marc C. Robinson

Title: Senior Managing Director

# **US Registered Trademarks:**

Grantor	Mark	Registration Number	Registration Date
Fortis Solutions	FORTIS	4983914	June 21, 2016
Group, LLC	SOLUTIONS		
	GROUP		
	PORTIS SOCUTIONS GROUP		
Fortis Solutions	GOLD SEAL	2618789	September 10,
Group, LLC			2002 (Registered)
			September 10, 2012 (Renewed)
	Gold Seal		
Fortis Solutions	LABEL EXPRESS	1612012	September 4,
Group, LLC	. ***		1990 (Registered)
	**************************************		September 4,
			2020 (Renewed)
Fortis Solutions	Design Only	5603140	November 6, 2018
Group West, LLC	3		
Fortis Solutions Group West, LLC	KALA	5526295	July 24, 2018
Gloup West, EEC	KALA		
Total Label USA,	TOTAL	3982737	June 21, 2011
LLC	LABEL		
	DIGITAL		
	TOTAL LABEL DIGITAL		

[Signature Page to Trademark Security Agreement]

Total Label USA,	TOTAL LABEL	3220803	March 20, 2007	
LLC	USA		(Registered)	
	ancian ( to a -> none ( ) or a		March 20, 2017	
	TOTAL LABEL USA		(Renewed)	

# **US Trademark Applications:**

None.

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