

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heritage Color, LLC		02/24/2023	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 North Wacker Drive, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85332248	REISPERSE	
Serial Number:	73228741	R	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	02/27/2023		
Total Attachments: 6			
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE AGENT PURSUANT TO OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THIS TRADEMARK SECURITY AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT OR REQUIRED LENDERS HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 23, 2021 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG NXT CAPITAL, LLC, AS THE FIRST LIEN AGENT, THE AGENT, AS THE SECOND LIEN AGENT, THE SECOND LIEN CREDITORS PARTY THERETO AND THE CREDIT PARTIES PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of February 24, 2023, is made by Heritage Color, LLC, a Georgia limited liability company (the “**Grantor**”) in favor of NXT Capital, LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of December 23, 2021 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among Vivify Guarantor LLC, a Delaware limited liability company (“**Holdings**”), Vivify Merger Sub I LLC, a Delaware limited liability company (“**Merger Sub I**”), as the initial Borrower (the “**Initial Borrower**”) and, following the consummation of the Closing Date Mergers (as defined therein), (i) COP AC&D Holding, Inc., a Delaware corporation as the surviving entity of Merger I (as defined therein), and COP Heritage Holding, Inc., a Delaware corporation, as the surviving entity of Merger II (as defined therein) (together with the Initial Borrower, each a “**Borrower**” and collectively the “**Borrowers**” as the context may require), the other Credit Parties party thereto from time to time, Agent, and the lenders from time to time party thereto, the Secured Parties have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of the Closing Date in favor of the Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations of the Borrowers; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.


- 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 Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Trademark Collateral**”):
 - (a) all of its Trademarks referred to on Schedule 1 hereto;
 - all renewals and extensions of the foregoing;
 - all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
 - all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.
- Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security 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 is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.
- Grantor Remains Liable. Notwithstanding anything herein to the contrary, the Grantor hereby assumes full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreements subject to a security interest hereunder.
- 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.
- Governing Law. This Trademark Security 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 New York.
- Intercreditor Agreement Controls. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent hereunder pursuant to or in connection with this Trademark Security Agreement, the terms of this Trademark Security Agreement, and the exercise of any rights or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

HERITAGE COLOR, LLC, as Grantor

By:  _____
Name: Devlin Riley
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

NXT CAPITAL, LLC, as Agent


Steven C Young
.....
steven.young@nxtcapital.com

By: _____
Name: Steven Young
Title: Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

1. REGISTERED TRADEMARKS

Trademark	Country	Application No.	Filing Date	Registration No.	Registration Date	Owner
REISPERSE	United States	85332248	5/27/2011	4083390	1/10/2012	Heritage Color, LLC
R and Design 	United States	73228741	8/24/1979	1168840	9/15/1981	Heritage Color, LLC

2. TRADEMARK APPLICATIONS

None.