

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM627238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Encompass Group, L.L.C.		02/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	1180 West Peachtrete St., NW		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 58			
Property Type	Number	Word Mark	
Registration Number:	3991228	A.M.P.S.	
Registration Number:	6073166	AIRISANA	
Registration Number:	3721190	ALBAHEALTH	
Registration Number:	5686331	BIO UNIFORMS	
Registration Number:	5480374	CAREGUARD	
Registration Number:	6240010	COMFORT CARE	
Registration Number:	3116166	COMFORT CLOUD	
Registration Number:	4212711	CONFETTI TREADS	
Registration Number:	5321964	COZMIC TREADS	
Registration Number:	3418082	DAY-TREADS	
Registration Number:	5436364	COZY CUFF	
Registration Number:	4105460	DREAMANGEL	
Registration Number:	5985271	E CLEAN	
Registration Number:	4198500	ECOCLOUD	
Registration Number:	3681080	ESSENTIALCARE	
Registration Number:	5321965	FITWEAR	
Registration Number:	6016006	FIVE STAR	
Registration Number:	5600483	FIVE STAR	
Registration Number:	2300374	FRESH START	
TRADEMARK			

OP \$1465.00 3991228

Property Type	Number	Word Mark
Registration Number:	5524120	GOLD MEDAL
Registration Number:	5675136	GOLD MEDAL
Registration Number:	5441710	GROUP ONE
Registration Number:	4397924	HEAT REFLECTIVE TECHNOLOGY
Registration Number:	5481164	LINKS
Registration Number:	4443200	LOGIX
Registration Number:	6108286	PDQ
Registration Number:	5413486	PERFORMANCE RX
Registration Number:	4760812	PERFORMANCE RX
Registration Number:	3072879	PRESSURE-EEZ
Registration Number:	3900491	PRO-BARRIER
Registration Number:	3630920	PULSTAR
Registration Number:	4840041	REVOLUTIONARYCARE
Registration Number:	3729459	SAFE-T TREADS
Registration Number:	4734561	SAFE HAVEN
Registration Number:	5675137	SLEEPAP
Registration Number:	4554391	SAFE-STEPS
Serial Number:	90079008	EMAX
Serial Number:	88910278	ESSENTIALS
Serial Number:	90079031	PROACTIVE AIR PLUS
Registration Number:	5686332	BIO UNIFORMS
Registration Number:	6164465	PROGUARD
Registration Number:	3040685	SCIENCE OF SLEEP
Registration Number:	4443198	SHOWER-STEPS
Registration Number:	5788604	SOFGUARD
Registration Number:	4027140	SPACE ADVENTURES
Registration Number:	3858600	SPLASH MASK
Registration Number:	3635329	STARSYSTEM
Registration Number:	5740710	SUITE IMPRESSIONS
Registration Number:	4954133	THE MOST COMFORTABLE SCRUBS YOU'LL EVER
Registration Number:	5997541	ULTIMA
Registration Number:	5911532	TRUE-FIT
Registration Number:	3711353	ULTRACARE
Registration Number:	5667425	ULTRALINKS
Registration Number:	3957910	XSPAN
Registration Number:	4929382	
Registration Number:	4929381	
Registration Number:	4929383	

Property Type	Number	Word Mark
Registration Number:	4943272	

CORRESPONDENCE DATA

Fax Number: 6175236850
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.

Phone: 617-523-2700

Email: susan.dinicola@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	02/19/2021

Total Attachments: 8

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of February 19, 2021, is made by and between ENCOMPASS GROUP, L.L.C., a Delaware limited liability company (the “Grantor”), and REGIONS BANK, an Alabama Bank (together with its successors and assigns, the “Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of July 19, 2010, as amended by that certain First Amendment to Loan and Security Agreement dated as of July 28, 2010, as amended by that certain Second Amendment to and Waiver Under Loan and Security Agreement dated as of April 4, 2011, as amended by that certain Third Amendment to Loan and Security Agreement dated as of January 19, 2012, and as amended by that certain Fourth Amendment to Loan and Security Agreement dated as of February 27, 2012, as amended by that certain Fifth Amendment to Loan and Security Agreement dated as of July 25, 2012, as amended by that certain Sixth Amendment to Loan and Security Agreement dated as of January 26, 2016, as amended by that certain Seventh Amendment to Loan and Security Agreement dated as of October 31, 2019, as amended by that certain Eighth Amendment to Loan and Security Agreement dated as of March 31, 2020, as amended by that certain Ninth Amendment to Loan and Security Agreement dated as of December 21, 2020, and as amended by that certain Tenth Amendment to Loan and Security Agreement dated as of January 21, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”) by and among Grantor, certain Subsidiaries of Grantor from time to time party thereto, and the Lender, the Lender is willing to make certain financial accommodations available to the Grantor pursuant to the terms and conditions thereof; and

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

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein but not otherwise defined herein or in the above recitals have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby grants to the Lender (for itself and on behalf of its Affiliates providing Bank Products to the Grantor) a continuing first priority security interest in all of the Grantor’s right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) (i) all of its Trademarks (as defined below), trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to Schedule I hereto, whether currently in use or not, all registrations and

recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademarks”)

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Schedule I hereto (collectively, “Trademark Intellectual Property Licenses”);

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License;

(e) the right to sue third parties for past, present, and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(f) all products and proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Lender whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency proceeding, receivership, or similar case involving the Grantor.

4. SECURITY AGREEMENT.

(a) This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office, or other similar office and corresponding offices in other countries of the world. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with, and not in limitation of, the security interests granted to the Lender pursuant to Loan Agreement, and the Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms. The Grantor hereby acknowledges and, affirms that the rights and remedies of the Lender with respect to the security interest 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. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its

terms. To the extent there is a conflict between the Loan Agreement and this Trademark Security Agreement, the Loan Agreement shall control.

(b) The Grantor and the Lender hereby acknowledge and agree that the security interest created hereby in the Trademark Collateral shall not include, and the security interest granted herein shall not attach to, (1) any asset (but not the proceeds thereof) subject to a rule of law, statute or regulation or of a lease agreement or any general intangible (including a contract, permit, license or franchise) or a Permitted Lien, where the grant of such security interest would invalidate or constitute a breach or violation of any such rule of law, statute, regulation, lease agreement, or general intangible or agreement or agreements creating or giving rise to such Permitted Lien, provided that the limitation set forth in this sentence shall (x) exist only for so long as such rule of law, statute, regulation, lease agreement or general intangible or agreement and the Permitted Lien created therein continue to be effective (and, upon the cessation, termination, expiration of such rule of law, statute, regulation, lease agreement or general intangible or Permitted Lien, or if any such rule of law, statute or regulation is no longer applicable, the security interest granted herein shall be deemed to have automatically attached to such asset) and (y) not apply with respect to any asset if and to the extent that the prohibition or restriction on the security interest in and to such asset granted in this Trademark Security Agreement is rendered ineffective under Sections 9-406, 9 407, 9-408, or 9-409 of the UCC or (2) any United States “intent-to-use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. § 1060(a) (or any successor provision), such “intent-to-use” trademark application shall be considered Trademark Collateral.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks, the provisions of the Loan Agreement and this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantor’s obligations under this Section, the Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender’s continuing security interest in all Collateral, whether or not listed on Schedule I. This Trademark Security Agreement is in addition to and supplements that certain Trademark Security Agreement dated as of July 10, 2010, by and among the parties hereto (the “Existing Trademark Security Agreement”), which Existing Trademark Security Agreement remains in full force and effect.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the terms “includes” and “including” are not limiting. The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to the conflict of law principles thereof.

[Signature Pages Follow]

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

GRANTOR:

ENCOMPASS GROUP, L.L.C., a Delaware limited liability company

By: B. O. T.
Name: B. O. T.
Title: SECRETARY

LENDER:


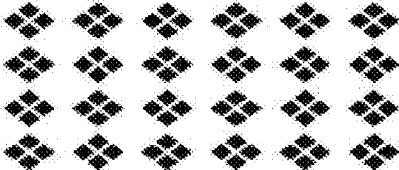
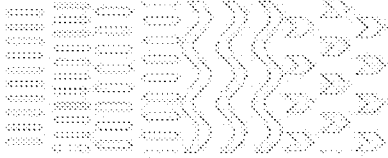
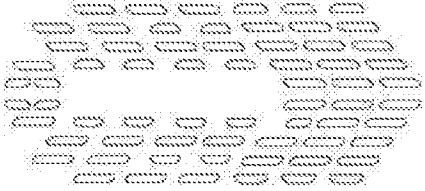
REGIONS BANK

By: Elizabeth L. Schoen
Name: Elizabeth L. Schoen
Title: Managing Director

SCHEDULE I
To Trademark Security Agreement

Trademark Registrations/Applications

Mark	Registration Number
A.M.P.S	3991228
AIRISANA	6073166
ALBAHEALTH	3721190
BIO UNIFORMS	5686331
BIO UNIFORMS LOGO	5686332
CAREGUARD	5480374
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